IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

TURNER CONSTRUCTION
COMPANY, a New York corporation,
Plaintiff,
Plaintiff,
V.
Case No.
Case No.
Case No.

Plaintiff,
MAGISTRATE JUDGE KEYS
RCC
CHICAGO CHRISTIAN INDUSTRIAL
LEAGUE, an Illinois not-for-profit
corporation,

COMPLAINT FOR DAMAGES

Defendant.

Plaintiff, Turner Construction Company, a New York corporation ("Turner"), by counsel, for its Complaint For Damages against the Defendant, Chicago Christian Industrial League, an Illinois not-for-profit corporation ("CCIL"), alleges and states as follows:

BACKGROUND

Nature of the Action and the Relief Requested

- 1. Plaintiff, Turner, has filed this action seeking damages arising out of CCIL's refusal to fully compensate Turner for its construction of an educational and dormitory facility in accordance with the Parties' agreement.
- 2. As more specifically alleged below, notwithstanding Turner's performance of its duties, CCIL repeatedly delayed its payments to Turner in breach of the agreement and has utterly refused to make final payment for the services provided.

3. In light of CCIL's breaches of the agreement, Turner requests that this Court enter judgment in favor of Turner and against CCIL in the amount of at least \$223,878.58, plus continuing interest, its attorneys' fees, expenses, costs and such other and further relief as this Court deems proper.

The Parties

- 4. Turner is a New York corporation with its principal place of business in New York, New York. Turner is primarily involved in the business of acting as a general contractor for the construction of commercial, industrial and residential buildings.
- 5. CCIL is an Illinois not-for-profit corporation having its registered office and principal place of business in Chicago, Cook County, Illinois. CCIL is primarily involved in the business of providing employment, housing, counseling and health services to homeless people.

Jurisdiction and Venue

- 6. This Court has jurisdiction over the subject matter of this action under 28 U.S.C. § 1332(a) in that there is diversity of citizenship amongst Turner and CCIL and the amount in controversy exceeds \$75,000.00, exclusive of costs and interest.
- 7. Venue is proper in this District under 28 U.S.C. § 1391(a)(1) as CCIL resides in this District.
- 8. Alternatively, venue is proper in this District under 28 U.S.C. § 1391(a)(2) because a substantial part of the events or omissions that give rise to Turner's claim occurred in this District. Venue is also proper in this District pursuant to 28 U.S.C. § 1391(a)(3) as CCIL is subject to personal jurisdiction in this District.

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9. This Court has personal jurisdiction over CCIL as it is an Illinois not-forprofit corporation with its principal place of business in Chicago, Illinois.

The Parties Enter Into the Construction Contract

- 10. On or about December 3, 2004, Turner entered into a contract with CCIL (the "Contract") to serve as general contractor for the construction of the Chicago Christian Industrial Campus Relocation Project (the "Project") located at 2750 W. Roosevelt Road, Chicago, Illinois (the "Property").
- 11. Turner agreed to complete the work set forth in Contract, including its drawings, specifications and addenda (the "Contract Work").
- The original base amount of the Contract was Fifteen Million Five 12. Hundred Thirty Five Thousand Dollars (\$15,535,000). A true and correct copy of the Contract is attached hereto as Exhibit A.
- At the insistence and request of CCIL, Turner also furnished certain extra 13. and/or additional work and materials (the "Extra Work"). The amount of the extra and/or additional work was Three Million Seventy One Thousand Three Hundred Thirty Eight Dollars (\$3,071,338).
- 14. The Extra Work performed and supplied by Turner was outside the scope of the Contract, ordered by or on behalf of CCIL, accepted by or on behalf of CCIL, not furnished by Turner as a voluntary act, and not rendered necessary by any fault of Turner. True and correct copies of the Change Orders detailing the Extra Work are attached hereto as Group Exhibit B.
- 15. The Contract provided for monthly progress payments whereby CCIL was to pay Turner for the work completed each month within 15 days of its receipt of

Turner's application for payment and a signed certificate of payment from the architect. See Exhibit A, Article 5.

Document 1

- CCIL was to make a final payment of the entire unpaid balance of the 16. Contract within 30 days of Turner's full performance of its duties under the Contract and the architect's issuance of a final Certificate for Payment. Exhibit A, § 5.2.1-2.
- Pursuant to § 7.2 of the Contract, "[p]ayments due and unpaid under the 17. Contract shall bear interest from the date payment is due at the "prime rate" or its equivalent charged from time to time by the Bank of America in Chicago, Illinois." See Exhibit A.
- On numerous occasions, CCIL failed to make full payment within the 18. time allotted under the Contract. The chart attached hereto as Exhibit C details the date each payment was due, the date it was actually made and the interest charges incurred by CCIL pursuant to § 7.2 of the Contract as a result of CCIL's delays.
- By January 30, 2007, Turner completed its work under the Contract and 19. on October 29, 2007, the architect issued a "Certificate of Final Completion". A true and correct unsigned copy of the Certificate of Final Completion is attached hereto as Exhibit D.
- Turner submitted its application for final payment on April 16, 2007 and 20. payment was due on May 15, 2007.
- CCIL has failed and refused to make the final payment required by the 21. Contract.
- On May 19, 2008, Turner gave notice of its claim to CCIL and submitted 22. its claim to the architect for the Project for his initial interpretation in accordance with

- Section 4.4.1 of the Contract, but has not received any response from the architect. True and correct copies of the notice and claim submission are attached hereto as Group Exhibit E.
- 23. On June 19, 2008, Turner filed a Request for Mediation with the American Arbitration Association in accordance with Section 4.5.2 of the Contract. A true and correct copy of the Request for Mediation is attached hereto as Exhibit F.

Count I (Breach of Contract)

- 24. Turner adopts and re-alleges paragraphs 1-23 by and for paragraph 24 as if more fully alleged herein.
- 25. Turner duly and fully performed all of the obligations required of it under the Contract and Change Orders.
- 26. Turner completed all of the work required of it by CCIL as of January 30, 2007, thereby performing all of its obligations under the Contract and Change Orders, and thereby making CCIL indebted to Turner for payment on the Contract and Change Orders.
- 27. After allowing all just due credits, the total amount due Turner for the Contract Work and Extra Work supplied to the Project, including interest under § 7.2 calculated through May 13, 2008 for late progress payments, is Two Hundred Twenty Three Thousand Eight Hundred Seventy Eight Dollars and Fifty Eight Cents (\$223,878.58), plus interest at the rate of 6% per annum on the \$60,000 final payment from and after October 29, 2007.
 - 28. Despite repeated requests and demands for payment by Turner, CCIL has

failed, refused and/or neglected to pay said sums to Turner.

29. The aforesaid vexatious and unreasonable delay on the part of CCIL also entitles Turner to prejudgment interest pursuant to 815 ILCS 205/2.

For Relief, Turner Construction Company, requests judgment against Defendant, Chicago Christian Industrial League, in the amount of Two Hundred Twenty Three Thousand Eight Hundred Seventy Eight Dollars and Fifty Eight Cents (\$223,878.58), plus interest at the rate of 6% per annum on the \$60,000 final payment from and after October 29, 2007, the costs associated with this action, including Turner's reasonable attorneys' fees and any and all further relief as is appropriate.

COUNT II (Alternative – Quantum Meruit)

- 30. Turner repeats and realleges paragraphs 6 through 9 of Count I, as though fully set forth herein as paragraph 30 of this Count II.
- 31. That pleading in the alternative, CCIL directed Turner to provide certain material and labor to the Project.
- 32. That CCIL has received a benefit from the reasonable value of the materials, labor and fixtures provided by Turner.
- 33. That as a result of the labor and materials supplied by Turner for CCIL, CCIL received a benefit from Turner in the form of improvements to the Property, which allowed CCIL to benefit from an increase in value to the Property.
- 34. That CCIL has been unjustly enriched by having failed and/or refused to pay for the reasonable value of the labor and materials Turner furnished to the Project and the increased value of the Property as a result thereof.

35. That the amount of CCIL's unjust enrichment is an amount in excess of this Court's jurisdictional limits.

For Relief, Plaintiff, Turner Construction Company, requests judgment be entered in its favor and against Defendant, Chicago Christian Industrial League, in an amount in excess of this Court's jurisdictional limits, to be determined at the time of trial, including all allowable statutory interest, all costs and fees associated with this action, and for such other and further relief as is appropriate.

TURNER CONSTRUCTION

COMPANY

Bv:

One of Its Attorneys

Todd A. Rowden, Esq. James L. Oakley, Esq. Thompson Coburn LLP d/b/a Thompson Coburn Fagel Haber 55 E. Monroe Street, Suite 4000 Chicago, Illinois 60603 (312) 346-7500

IA Document A101" – 1997

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a STIPULATED SUM

AGREEMENT made as of the 3d day of December in the year of 2004 (In words, indicate day, month and year)

BETWEEN the Owner: (Name, address and other information)

Chicago Christian Industrial League Properties, Inc., an Illinois not-for-profit corporation clo Chicago Christian Industrial League 123 South Green Street Chicago, Illinois 60607 Attn: Executive Director

and the Contractor: (Name, address and other information)

Turner Construction Company c/o Stephen W. Fort, Vice President and General Manager 55 E. Monroe Street Chicago, IL 60603

The Project is: (Name and location)

Chicago Christian Industrial Campus Relocation Project 2750 W. Roosevelt Road, Chicago, Illinois - 3.6 Acres bounded by West Roosevelt, South Pairfield, California and elevated railway embankment

The Architect is: (Name, address and other information)

Krueck & Sexton 221 West Eric Chicago, Illinois 60610-3125

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201-1997. General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified...

This document has been epproved and endorsed by The Associated General Contractors of America.

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Contractor's Bid Qualifications, this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement (such as the Third Party Agreements) and Modifications issued after execution of this Agreement, these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 8. Capitalized terms used in this Agreement which are defined in the General Conditions shall have the meanings ascribed to such terms in the General Conditions. Capitalized terms used in the General Conditions which are defined in this Agreement shall have the meanings ascribed to such terms in this Agreement.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others. All services performed by Contractor under this Agreement shall be performed in the capacity of independent contractor and not as agent of Owner.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date upon which Contractor has received all of the following: a Notice to Proceed from the Owner or Architect, the Building Permit for the Project, and notice of Communiwealth Edison's removal of the power lines (the "Commencement Date"). Contractor acknowledges that time is of the essence in the performance of its obligations under the Contract Documents.

(Paragraph deleted)

§ 3.2 The Contract Time shall be measured from the Commencement Date.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than 456 days from the date of commencement.

ARTICLE # CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Fifteen Million Five Hundred Thirty-Five Thousand Dolláns (\$15,535,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 12 The Contract Sum is based upon those changes to the Contract Documents that are described in Exhibit A.

§ 4.3 Unit prices are set forth on Exhibit C:

§ 4.4 Exhibit A shows changes that Owner has agreed upon. All of the items listed in Exhibit A as changes to the original contract sum shall be described in more detail by Owner's Architect in Balletin 3 by December 15, 2004. Thereafter, Contractor shall provide more detailed pricing of such items and, if appropriate, adjust the prices shown on Exhibit A, provided, however, that notwithstanding such adjustments, the Contract Sum shall not increase as a result of Bulletin 3.

Balletin 3 shall include only those items listed on Exhibit A. Further changes or clarification by the Architect of the Contract Documents may be made in other bulletins.

§ 4.5 With regard to Items I and J of Exhibit A and in Footnote A of Exhibit A. Owner's opportunity to add back to the contract those items described in Paragraphs I and J of Exhibit A at the prices stated on Exhibit A must be exercised on or prior to May 3 2004 in writing. After that date, Owner may choose to have the work described in Items I and J done, but Contractor shall have the opportunity of setting new prices for such work.

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§ 4.6 Unless this Agreement is executed by Owner on or prior to December 3, 2004, Contractor may enter into agreements with Subcontractors whereby Subcontractors may be entitled to adjustments in their Subcontract price in the event of escalation in cost of certain materials, equipment, energy or goods, and if Contractor becomes obligated to provide any such adjustments to its Subcontractors, Contractor shall be entitled to a corresponding increase for such costs in its Contract Sum.

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

- § 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
- § 5.1.2 The period covered by each Application for Payment shall be one calendar mouth ending on the last day of the month. The procedures for application and certification of monthly Applications for Payment are described below in this Article 5, including the following:
- § 5.1.2.1 Within the seven (7) days before last day of each month, the Contractor shall submit to the Architect a Pencil Draft of the proposed itemized Application for Payment for Work completed in that month, projected through the end of that month, in accordance with the Schedule of Values. The Pencil Draft shall be complete in every respect and shall be accompanied by supporting data as the Owner or Architect may require.
- § 5.1.2.2 Within three (3) business days after the Architect's receipt of the Pencil Draft, the Architect shall notify the Contractor of any adjustments required to be made to the Pencil Draft.
- § 5.1.2.3 After the Architect's notification to the Contractor under Subparagraph 5.1.2.2, the Contractor shall submit a final Application for Payment. The final Application for Payment shall be notarized and supported by data substantiating the Contractor's right to payment as the Owner or Architect may require, and reflecting retainage withheld.
- § 5.1.3 The Owner shall make payment to the Contractor pursuant to a final (as opposed to a pencil draft) Application for Payment not later than the fifteenth (15th) business day after receipt by Owner of a Certificate of Payment, signed by the Architect, approving such Application for Payment within (3) three days; provided, however, that the Contractor shall have fulfilled all conditions precedent to payment set forth in the Contract Documents, including, without limitation, compliance with the requirements of the Third Party Agreements for the disbursement of funds pursuant to such Agreements, provided, however, that the above time limitations shall not apply to the first draw, although Owner shall take all commercially reasonable steps to have the first draw paid as spon as practicable.
- § 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.
- § 5.1.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- § 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
 - Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ten percent (10 %).

Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.8 of the General Conditions;

- Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for incorporation in the completed construction within forty-five (45) days; provided, however, that the value of such stored equipment and material does not exceed Five Hundred Thousand Dollars (\$500,000.00). (If approved in advance by the Owner, such equipment and material may be suitably stored off the site at a location agreed upon in writing), less retainage of ten percent (10%);
- Subtract the aggregate of previous payments made by the Owner; and 3
- Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of the General Conditions.
- § 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:
 - Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the .1 full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and (Section 9.8.5 of the General Conditions requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
 - Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of the General Conditions
- § 5.1.8 Reduction or limitation of retainage, if any, shall be as follows: Not applicable. (If it is intended, prior to Substantial Campletion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)
- § 5.1.9 Except with the Owner's prior approval; the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

- \S 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when:
 - the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of the General Conditions, and to satisfy other requirements, if any, which extend beyond final payment; and
 - a final Certificate for Payment has been issued by the Architect.
- § 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment; ; provided, however, that the Contractor shall have fulfilled all conditions precedent to final payment set forth in the Contract Documents, including, without limitation, compliance with the requirements of the Third Party Agreements for the disbursement of funds pursuant to such Agreements.

ARTICLE 6 TERMINATION OR SUSPENSION

§ 6.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

§ 6.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 7.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the "prime rate" or its equivalent charged from time to time by the Bank of America in Chicago, Illinois...

(Paragraph deleted)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Contractor's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

§ 7.3 The name, address and phone number of Owner's representative, together with the name of the peason who may (if the Owner's representative is an entity) shall be communicated by Owner to Contractor in writing within a reasonable time after the execution hereof, and may be changed by written notice from Owner to Contractor. (Name, address and other information)

§ 7.4 The Contractor's representative is: (Name, address and other information)

Stephen W. Fort Vice President and General Manager Tumer Construction Company 55 East Mource St. Chicago, IL 60603

§ 7.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 7.6 Other provisions:

§ 7.6.1 Thic Contract Documents constitute the entire Agreement between Owner and Contractor. No provision of the Contract Documents shall be changed or modified, nor shall any the Contract Documents be released, in whole or in part, except by an agreement in writing signed by the party against whom the change, modification or release is claimed or sought to be enforced, nor shall any waiver of any of the conditions or provisions of the Contract Documents or of any of the rights of either of the parties thereunder be effective or binding unless such waiver shall be in writing and signed by the party claimed to have given, consented to or suffered the waiver. In the event any written change or modification is made as aforesaid, Owner's rights and remedies under the Contract Documents and under any bond given to Owner, in accordance with the requirements of the Contract Documents, shall in no

way be prejudiced or impaired, and the bond shall apply and be in full force and effect with respect to the Contract Documents as so changed and modified.

§ 7.6.2 If any of the provisions of the Contract Documents shall be held to be invalid, such facts shall not invalidate: the whole Contract Documents or any provisions thereof other than those held invalid, but the Contract Documents shall be construed as if not containing the provisions so held to be invalid, and the rights and obligations of the parties shall be enforced accordingly.

§ 7.6.3 The Contractor acknowledges that Owner is party to the following agreements, each of which is dated as of May 1, 2004 and each of which bears upon the Project, including the financing thereof:

- Agreement For Sale and Redevelopment of Land among the City of Chicago (the "City"), the Owner and the Owner's affiliate, Chicago Christian Industrial League ("CCIL") (the "Land RDA");
- Redevelopment Agreement among the City, the Owner and CCII. (the "TIF RDA"); and **(b)**
- Empowerment Zone Grant Agreement between the City and the Owner (the "EZ Agreement"). (c)

The above agreements are collectively referred to in the Contract Documents as the "Third Party Agreements" and Contractor has received a time, complete and legible copy of each of the Agreements comprising the Third Party Agreements. The Owner is required to comply with the Third-Party Agreements and a failure to comply may affect the availability of funding to pay the costs or the Work or may otherwise adversely affect the Project. Accordingly, the Contractor shall (i) cooperate with the Owner (and stial cause all Subcontraisors and others for whom it has liability under the Contract Documents to cooperate with Owner) in connection with the Owner's performance and compliance with the requirements of the Third-Party Agreements, and (8) not do or fail to do (and will not permit others for whom it has liability under the Contract Documents to do or fail to do) any act which if ... done or not done, as the case may be, would constitute a violation of any of the Third-Party Agreements. Further, the Contractor shall comply, and shall cause each of the said Subcontractors and all others for whom it has liability under the Contract Documents to comply, with the terms of the Third Party Agreements that bear upon the Work. Contractor shall also cooperate with Owner, and shall cause each of the said Subcontractors and all others for whom it has liability under the Contract Decuments to cooperate with Owner, so that Owner may satisfy its obligations under various financing agreements with Owner's landers for the Project (collectively, "Lender" or "Owner's Lender"). Contractor's obligations under the Third Party Agreements are limited to those obligations set forth in Paragraph 15.1.2 of the A201 General Conditions of the Contract for Construction as friside part of this Agreement. Contractor shall sign those documents containing commercially reasonable terms that are: 🗼 reasonably requested by parties to the Third Party Agreements which relate to collateral or other assignments of this Agreement; to such parties in the event of a default by Owner in its obligations to such fluid parties.

§ 7.6.3.1 Contractor's cooperation, as described in Section 7.6.3 above, includes, without limitation, the following:

- Contractor shall make the site of the Work available at reasonable times for inspection by representatives of (a) the City, the State of Illinois (the "State") and any agency, division or department of the City or the State. Contractor shall also make the site of the Work available at reasonable times for inspection by the Owner's Lender or the Lender's representatives.
- Contractor shall consent toland execute all documents reasonably requested by the Owner in connection **(b)**: with the assignment of any of the Contract Documents, including this Agreement and the Drawings and Specifications, to the Lender for collateral purposes. Such assignment shall provide that the Contractor agrees that, notwithstanding a default by the Owner under the provisions of this Agreement that would give the Contractor the right to terminate this Agreement, the Contractor will continue to perform its obligations hereunder (on the same terms and conditions as set forth herein) for and on account of the Lender if the Lender shall agree to pay the Contractor all amounts due and owing the Contractor under the Agreement and shall agree in writing to perform all obligations of the Owner hereunder accraing from and after the date of the default by the Owner.
- Contractor shall promptly furnish the Owner with Information, documents, and materials that the Owner may (c) reasonably request from time to time in order to comply with the requirements of the Lender or of the Third Party Agreements, provided that such requests are not considered an extensive administrative burden.

- § 7.6.3.2 Additional provisions concerning the Third Party Agreements are set forth in Article 15 of the General Conditions.
 - § 7.6.4 In the event of any dispute between Owner and Contractor, Contractor shall expeditionally proceed with the performance of the Work with reservation of all rights and remedies it may have at law or in equity, provided that Owner has made payments to Contractor of sums not in dispute.
- § 7.6.5 Contractor shall perform or cause to be performed all of the Work, including, without firritation, the provision of any and all materials and equipment furnished pursuant to the Contract Documents, in strict compliance with all applicable local, State and federal laws, statutes, acts, ordinances, rules, regulations, codes, decrees, executive orders, permits, licenses, authorizations, directions, and requirements of any and all governmental or quasi-governmental authorities having jurisdiction over the Project (including, for purposes hereof, any local board of tire underwriters) (collectively, "Legal Requirements"). Additionally, Contractor shall, at its expense, give all notices required by any of the Legal Requirements, unless the Contract Documents provide for the Owner, or other party, to provide such notices. Further, Contractor shall take and observe all necessary measures and precautions for the safety and protection of all property and persons in connection with the performance of the Work, including, without limitation, providing and maintaining barricades, guard rails, fences, warning signs, warning lights, etc., for the protection of workmen and the public. These "Legal Requirements" are limited to the laws that pertain to the means and methods of performing the field work. Contractor is not a designer and shall not be subject to design laws.
- § 7.6.6 The Contractor represents and warrants the following to the Owner (in addition to any other representations and warranties contained in the Contract Documents), as a material inducement to the Owner to execute this Agreement, which representations and warranties shall survive the execution and delivery of this Agreement, any termination of this Agreement, and the final completion of the Work:
- § 7.6.6.1 The Contractor is linancially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations hereunder.
- § 7.6.6.2 The Contractor is able to furnish the plans, tools, materials, supplies, equipment, and labor required to complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so.
- § 7.6.6.3 The Contractor is authorized to do business in the State and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over the Contractor and over the Work and the Project.
- § 7.6.6.4 That the todividual executing this Agreement has the full power and authority to execute this Agreement on behalf of Contractor and to bind Contractor and its partners to all of the covenants, obligations, agreements and duties of Contractor herein contained without the necessity of any other signatory to this Agreement, and that any actions taken hereunder by said officer or any partner of Contractor shall bind the Contractor in all respects.
- § 7.6.6.5. The execution and delivery of this Agreement by Contractor and the consummation of the transactions contemplated thereby will not conflict with or result in a breach of, or constitute a default under, any of the terms, conditions or provisions OF large statute, judgment, order, injunction, decree, regulation or ruling of any court or governmental authority to which Contractor is subject; or require the consent or approval of any person, or materially adversely conflict with or result in a breach of, or constitute a default under, any of the terms, conditions or provisions of any agreement, contract or commitment to which Contractor is a party.
- § 7.6.6.6 Contractor is not party to any legal, administrative, arbitration, investigative or other proceeding or controversy pending, or, to the best of Contractor's knowledge, threatened, which would adversely affect Contractor's ability to perform under this Agreement.
- § 7.6.6.7 The Contractor possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of the Project.
- § 7.6.7 This Agreement has been negotiated and entered into by Owner and Contractor with the advice of independent counsel and shall not be construed against one party or the other based on which party drafted any portion of the Contract.
- § 7.6.8 The Contractor shall not assign this Contract or any of its obligations hereunder. The Contractor shall not assign, pledge or hypothecate any amount payable hereunder without the prior written consent of the Owner.

§ 7.6.9 All notices required or permitted under the Contract Documents shall be in writing (unless otherwise specifically permitted) and all notices shall be addressed to Owner or Contractor as follows:

If to Owner:

Case 1:08-cv-03535

Chicago Christian Industrial League

123 South Green Street Chicago, Illinois 60607 Atta: Judy McIntyre

With copy to:

Frederick M. Kaplan, Esq.

Krasnow Saunders Comblath, LLP 500 North Dearborn Street, 2nd Floor

Chicago, Winois 60610

If to Owners Rep:

To be provided by Ower per paragraph 7:3

If to Contractor,

Tumer Construction Company

c/o Stephen W. Fort 55 East Monroe Street Chicago, Illinois 60603

If to Architect.

Krueck & Sexton

221 West Erie Street

Chicago, Minois 60610-3125

Communications between the Contractor and the Owner, other than those relating to, declaring or threatening defaults, shall, until fulfiber notice from Owner, be directed in triplicate to Owner's Representative.

A notice complying with the preceding provisions of this Section 7.6.8 shall be deemed effective (a) upon delivery (or upon refusal to accept delivery), if personally delivered on any day that is a business day (as hereinafter defined), (b) upon completion of the transmission if sent via facsimile on business days (provided the notice is also sent that same day by any other method described in this grammatical paragraph), (c) upon the first business day following deposit with a national overnight courier service, see prepaid, of (d) upon the third business days following deposit in the United States mail, certified or registered mail, postage prepaid, return, receipt requested. Contractor acknowledges that any notice required to be delivered by Owner hereaunder may be delivered by any authorized representative of Owner. The term fluxiness day' shall mean any day other than a Saturday, Sunday or holiday on which federally chartered banks in the City are closed for typiness.

§7.6.10 Contractor's first Application for Payment shall include the premiums all insurance, Subguard or bonds.

\$7.7 Should the progress of the Work encounter delay or disruption due to a general shortage of materials, equipment, energy or goods in the marketplace which could not have been reasonably foreseen and an alternative developed the project schedule, completion dates and Contract Sum shall be adjusted to reflect the cost and schedule consequences.

ARTICLE 8 ENUMERATION OF CONTRACT DOCUMENTS

§ 8.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as

§ 8.1.1 The Agreement is this executed Standard Form of Agreement Between Owner and Contractor, AIA Document A101-1997, as modified by Contractor's Bid Qualifications dated June 24, 2004, and the Project Manual dated ______2004. In the event of any disagreement between the terms of the foregoing, the terms of Exhibit A shall prevail.

§ 8.1.2 The General Conditions are the 1997 edition of the General Conditions of the Contract for Construction, AIA Document A201-1997, as modified by Owner and Contractor.

§ 8.1.3 The Plans, Drawings and Specifications identified on Exhibit B.

§ 8.1.4 The Addenda, if any, are Bulletin I and Bulletin 2.

(Paragraphs deleted)

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 8.

§ 8.1.5 Other documents, if any, forming part of the Contract Documents are as follows: Contractor's Bid Qualifications dated June 24, 2004

- If CCIL chooses to utilize a Performance and Payment Bond, it will result in an ADD of \$9.25 per thousand dollars of Contract Sum (approximately \$160,000).
- The cost of removal of all obstructions not shown on the plans has been excluded. If obstructions are 2. encountered they will be removed on a time and material basis.
- Alternate #9 Price includes the credit to climinate the construction management and submittal 3. requirements to prove that the LEED requirements are met.
- Costs related to the excavation, transportation, disposal and reporting (i.e. submission to Owner of load tickets and manifests) for 13,300 cubic yards of Special Waste are included in the Contract Sum per Addendum no. 3 dated June 17, 2004. No costs are included relating to (i) the assessment, monitoring, testing, sampling, manifestation, reporting, and certification of such Special Waste or (ii) the assessment or remediation of hazardous, contaminated and/or (ACM) asbestos containing material. Excavation, transportation, or disposal of any additional Special Waste found on the site shall be done, upon the written advance approval of Owner, for the Unit Prices set forth in the Contract Documents.
- Costs to provide devices designated by the symbol "S" in hexagon on the electrical drawings are excluded. 5. This device is not clearly defined by the documents - more clarification is needed.
- Pre-cast terraize stair treads and/or landings are excluded. The drawings do not clearly identify this ŏ. condition - more clarification is needed. We included CIP concrete stair treads.
- The hopper and chute pipe method for placement of Caisson concrete per Note 9/S101 is excluded. Concrete placement for caissons will utilize the free fall method.
- Intumescent paint is generally limited to the exposed beams located in the Fanfield and California wings. 8.
- Unless this Contract is executed by Owner on or prior to December 3, 2004, the Contractor and its .9. subcontractors shall be emitted to adjustments in the bid amount and time in the event of escalation in cost and/or delay of certain materials, equipment, energy or good until execution of the Agreement.

§8.1.6 Contractor's obligations relative to the Third Party Agreements referred to herein shall be limited to those obligations set forth in Paragraph 15.1.2 of the A201 General Conditions of the Contract for Construction as made part of this Agreement.

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-1997 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

This Agreement is entered into as of the day and year first written above and is executed in at least three original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER (Signature)

Chicago Christian Industrial League Properties, Inc., an Illinois not-for-profit corporation

(Printed name and title)

CONTRACTOR (Signature)

Turner Construction Company

Stephen W. Fort, Vice President and

General-Manager

(Printed name and title)

EXHIBIT A

	Contract Amount Structure			
	•			
A.	Turner Sama Sig	$e_{ij} = e_{ij} = e$		\$18,499,000
В.	Deduct Soil Remediation		Included	\$0
C	Deduct Accepted Alternates	: :		(\$70,316)
	#2 - Change the exterior well assembly to (2) layers of Type "X" 1/2" gypeum wall board on the exterior side and one layer on the interior face.	٠.	(\$40,000)	
	#3 - Provide 12" x 12" ceramic tile with a 4" x 4" ceramic base in lieu of all eress shown as tertazzo	, t	(\$18,716)	
	#13 - Use (2) cost paint system in Seu of (3) cost paint system on the corrupated routal wall penets (20 year warranty applicable)		(\$11,600)	. 1
D.	Add Bulletin No. 1			\$301,000
€.	Add Bulletin No. 2	•		(\$807,000)
F.	Buildent Rink		Included	\$0
	Total Contract Amount Prior to VE	· · · · · · · · · · · · · · · · · · ·	•	\$17,922,684
				•
c. \\9\}	TO DOMESTIC VALUE OF THE PARTY		· —	(662,912)
	*			<u> </u>
× 7/2	n Nasala ayyan qayya karanga sala karanga salar sa		Gueranteed VE	
01	6 Manual gate in feu of electric operation		(3,000)	
01	7 Painted Solet in Seu of powder couled finish on all omements (ence		(13,340)	
		·		
	North Beach (1996) and the Committee of		l .	
01	9 Eliminate playground equipment and curteding - grass play area by Owner (Over excavation and stone backfill under play surface area is not included)		w/ Bullatin No. 2	
			L. C	
. 02	4 Previde heavy-duty apphalt drives in few of concrete drives into Parking lot eress at (4) locations; concrete at Lowling Dock drive to remain (May not be allowed due to City of Chicago code requirements - to be verified by	/ Architect()	(11,800)	
	(Removable concrete peress at fountain NIC per Bulletin No. 2)	***		
UZ	5 Eliminate 50% of the 3 1/2" (MWC) concrete fill at roof level (Per notes on Dwgs, \$216 thru \$218 - Deck \$2, 85, 57, 58)		(28,000)	
id Minner			Adjust the second	•
02	Eliminsts brick veneer and concrete retaining wall along Rossevett Road; provide berned eres up to building; replace wall with ornamental tence (18" Nigh) to match tence at adjacent planter area.	· · · · · · · · · · · · · · · · · · ·	(21,000)	
034	Provide arramental fence in lieu of brick screen wall at Playground along Galifornia Avenue		(11,600)	
03:	Rolled shape sections in lieu of structural tubes (brecking, etc.)		(7,500)	
034	i ⊞iminate additional beam line along Cot. line 1 and 6 (Dwg. \$206)		(10,000)	
	Change from 5/16" bent plate to gauge metal at deck edge conditions (D8. 1 and 16/5/104) (12 gs. steel minimum to be used)		(15,000)	
036	Provide 2" dis. picket rell in lieu of perforated beluster infill at State railings and delate abrasive notings (Dasign to be provided at shop drawings automission	ni	(34,400)	
		•	,	
271	and a second of the control of the c		•	
037	Eliminate FRP penots at KRuhen wells - provide approy paint firish (Architect to verify that this will meet City of Chicago Health Department requirem	vertis)	(9,000)	

	040	Eliminate antiwork in Conference Room 302 (Cennot scoept w/ Program Reduction Item #0111)	(4,000)	
	042	Elliminate mittaned edge on cabinet doors and use 4" wire pidli (Cannot accept full value with Accepted Project Alternates #6,7.8 and Program Raductions)	(4,600)	
	043	Delete front reception desk rullwork - provide as a familiure flem from FFSE budget	(24,000)	
	044-	Eliminate the perforated metal screen wall between Col. J and Col K and	(19,810)	
	ri-t-44	estockted support training (Ref. Dwg. A3.09)		
	048	Change corrugated motel well panels from alloy aluminum to 24 ga., steel with kyrser cost finish (Cannot accept of Allemate #13) (Metal panel to be coil costed with 20-year finish warranty)	(23,000)	
	047	Provide not aspirall applied tapened insulation in lieu of cold adhesive (Tapened insulation to be polytocymourate - styrofouru insulation not applicable for this condition)	(2,280)	
	048	Provide 45 mil TPO membrane in lieu of 60 mil TPO membrane (15 year warranty is applicable)	(3,040)	
	049	Provide 1/6" per 1'-0 slope in Seu of 1/4" per 1'-0 slope	(14,000)	
		2006年4月2日(2016年8月1日) 2016年2月1日 - 1016日		٠.
	050	Change door finish on O.H. doors from powder coat to beked ename! - grey	(3,460)	
	052	Provide startidard material door cores in liqu of particle board cores (Carnott accept full value with Accepted Project Attainates \$6,7,8 and Program Reductions)	(15,712)	٠
			•	٠.
	057	Replace 20% of the curtainwall area with metal ponel on light guage stud back-up on North elevation between column lines F and K (approx. 1,300 stea)	(12,000)	:v .
,	58a	Replace 30% of the certainwall area with metal posed on light guage start beck-up on North elevation between column lines K and M (appear, 460 tiles)	(4,750)	13.5
	0586	Replace 20% of the curtainwal areas with metal panel on light gauge back-up on North elevation well between column lines A and F (approx. 500 alife)	(4,760)	. :-
			 . '	
_	واستراقا	Gypsum Board Assemblies and Acoustical Panel Collings		
	058	Change Interior drywall from specified fire code "C" to type "X" drywall (Based on 5/6" Type X,gypsum board)	(2,000)	
		(Caranot eccept full value with Accepted Project Alternates #6,7,8 and Program Reductions)	(6,570)	
	066	Change type C interior partitions from specified 22 ga stud et,16(sp.c.); to 25 gs. Stud at 24" a.c. (Cannot except full value with Accepted Project Alternates #6.7,8 and Program Reductions)	(,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
	081 a	Eliminate 50% of the continuous drywell softly at exterior walks extend ACT calling to class; drup mate panel spendrat provide light guage angled	(27,000)	
		Auto county to bears (concessed shows calling) Eliminate approximately 30% of dryval soffit shong column lines 1 and 6 and extend account colling the to soffit, eliminating the need for additional applications above the finished celling level due to open edge conditions.		
		Sectional profile of soft to be shapilied: (Carent scoop to dry with Accepted Project Alternates #6,7,8 and Program Reductions)		•
			n •	
	062	Tile T-6: Provide 12 x 12 Diamonte paver tile in lieu of specified 4x4 Dal Diamonte tile et all Tollet Roum watered surfaces (Cannot accept tell value with Accepted Project Attenutes #6,7,8 and Program Reductions)	(000,3)	
	Q63	Delete creck-suppression, merchane material under power the (Cannot accept full value with Acceptad Project Alternates #6,7,6 and Program Reductions)	(15,000)	
	065	Provide standard give-down carpet pad in Sec of Integral pad for Carpet types	(17,000)	
	500	CPT-2 and CPT-3 (Carroot scoops (ull value with Accepted Project Attenuates #8.7,8 and Program Reductions) (This credit assumes Show, Inc. and its subsidiaries to be an acceptable reamsfacturer of all floor finishes)		• .
	065	Replace lineleum sheet goods with VCT (Based on Amstrong or Del Tile meriufacturum)	(18,000)	

(;			
069	Use balad enemal on start in lies of plastic tollet compartments (Carnot accept full value with Accepted Project Alternates #6,7,8 and Program Reductions) (1 year warranty on marterial, parts, and faitor)		(15,000)
			•
	Maintenance Equipment Supports, Projection Screens, Loading Dock Equip. Roller Shades		1
070	Provide manual projection screens in lieu of specified electric operation (Manufacturer to metch original specified) (Cannot accept full value with Accepted Project Alternates #6,7,6 and Program Reductions)		(25,000)
071	Use alternate manufacturer(s) for Convection oven, Gas Range, Tilling Ketille and Rehigerators - target VE (List of proposed equipment will be provided at shop drawing phase - most economical selection will Architects's design Intent) (Cannot accept with Project Alternate #11)	if be used to meet	(8,000)
			3.
	in del mente de la cerca de la companya de la comp La companya de la co		
073	Provide sucrement furniture ceiling in feu of stainless island ceiling with incendescent downlights		(B,400)
078	Provide in-car tenterns in lieu of combination half tentern/helf position indicators; directional lantern and chime is located on jamb of door and travels w/ cab in lieu of separate fantern located above door	· ·	(3,100)
077	Provide balod ensenet aluminum hololway entrapose in lieu of stakness steet	:	(3,100)
076	Delpite ujump pumpe in elevator pila; use high water starm	·	w/ Bulletin No. 1
079	Use copper type M in lieu of specified Schedule 40 galvanized pipe w/ ocrowed Strings for off weste and vent 2 1/2" dia. And emailer		(13,000)
081	Use standard deck faucets in lieu of specified battery-operated sensor faucets with thermostatio mixing valves for Lavalory types No. 1 and No. 2 (Based on Symmons 5-60-H push metering faucets at approved equal) (Climnot accept full value with Archipted Project Alternates 88,7,8 and Program Reductions)	<u></u> .	(9,000)
082	Use standard 1.0 flust, values in fear of specified Steen bettery operated flustrometers at (16) unless (Cannot accept full value with Accepted Project Alternates #6,7,8 and Program Reductions)		(3,000)
085	Allow elements manufacturers for plumbing lictures and equipment in lieu of specified products - target VE (List of propaged equipment will be provided at shop drawing places - most economical selection will	be used to meet	(20,000)
	Architecta's design intent) (Cannot accept full value with Accepted Project Atlantaires #6,7,8 and Program Reductions)		
	na ang kalabatan ang kalaban ang kalab		1
D86	Extend accustical ceiling to exterior wall(s) and eliminate the increased sprinkfor		(8.500)
	coverage above and below the calling (Cennot accept full value with Azagond Project Alternates #6,7,8 and Program Reductions)		
::::::::::::::::::::::::::::::::::::::	kan sentrak di kacamatan kalendaran kan di kacamatan kan di kana di kana di kana di kana di kana di kana di ka	the state of the state of	
067	Convert 650 if of linear diffusor to 150 standard negisters (Sered upon a Titus Architectural Celling Diffusor - Model OMHI) (Carnot accept full value with Accepted Project Alternates #6,7.8 and Program Reductions)		(5,000)
088	Controllars return air (RA) system thru the elimination of (36) transfer ollows; add gritte in door to accommodate air flow (Cannot accept full value with Accepted Project Alternates #6,7,8 and Program Reductions)		(2000)
089	Eliminate (41) sound albows on VAV boxes (CCIM to confirm #) (Engineer of record to confirm exact locations - credit may diminish besed on actual quantity) (Cannot accept full value with Accepted Project Alternates #6,7,8 and Program Reductions)	-	(2,000)
	Combine residential tan coil units back to back into one unit to serve two adjacent residential units		(30,000)
	(Based Upon International Environmental Concealed Moduler Unit - Model MFY)		

	the second secon	
	(Cannot accept full value with Accepted Project Alternates #5,7,6 and Program Reductions)	
094	Eliminate sound boots on RA return-eit gelles in Roccovett wing (Caracet scoopt full value with Accepted Project Atlamates #5/7,8 and Program Reductions)	(2,300)
096	Modify DDC controls and add local thermustal control on Tollet extraord fans (Based on Kale electronic firms clock - Model DIGI-42)	(2,800)
098	Change Ren-powered VAV boxes to standard VAV for box #11 and #44 (Based on Titus Model DESV - DDC control pressure independent) (First Floor - Roosevelt Wing - Open office)	(1,100)
088	Use ENT conduit in lieu of IMC conduit	(10,000)
0100	Estimate 30% of parking lot light poles (Analysis of Seasons of Seasons of Seasons)	(29,500)
0100	, (Samiratio (5) five type "ET" fotumes	(10,500)
	Interior light flature package - target VE wil similar fidures. (Fixture admittal to be provided upon final selection and award of Electrical contractor)	(20,000)
	(Cannot accept full value with Accepted Project Alternates #6,7,8 and Program Reductions)	(28,500)
	Security system cameras to be fixed position in lieu of PTZ operation	(1,500)
0104	Provide low voltage cubis in Sau of liber optic cable for Security system (Most of the credit included in servings of item #0702)	(1,000)
	Facure type M1 (extentor - change from aluminum to steel (Cannot accept full value with Accepted Project Alternates #6.7.6 and Program Reductions)	(3,000) iduded above
	(Current accept hill value with Accepted Project Alternates #6.7.6 and Program Reductions)	
经期	(Cannot accept full value with Accepted Project Alternates #6.7.6 and Program Reductions)	cluded above
经期	Comnot accept full value with Accepted Project Alternates #6.7.6 and Program Reductions)	evoda bove
AL 松湖	Comnot accept full value with Accepted Project Alternates #6.7.6 and Program Reductions) In the Interior build-out of the Second Floor of the Rossevelt wing	(435,090)
经期 品域 AL AL	Commot accept full value with Accepted Project Alternates #6.7.6 and Program Reductions) In the Interfer build-out of the Second Floor of the Reserveit wing #7 - Omit the Interfer build-out of the Fourth Floor of the Celfornia wing	(438,060) (228,364)
经期 品級 A. A. A.	Commot accept full value with Accepted Project Alternates #6.7.6 and Program Reductions) #6 - Omit the interior build-out of the Second Floor of the Rosewelt wing #6 - Omit the interior build-out of the Fourth Floor of the California wing #6 - Omit the interior build-out of the Fourth Floor of the Fatricki wing	(1,01: (438,090) (228,384) (344,795)
PERMIT ALL ALL ALL ALL ALL ALL ALL ALL ALL AL	Commot accept hall value with Accepted Project Alternates #6.7.6 and Program Reductions) #5 - Omit the interfor build-out of the Second Floor of the Receivedt wing #6 - Omit the interfor build-out of the Fourth Floor of the Celifornia wing #6 - Omit the interfor build-out of the Fourth Floor of the Patricial wing	(1.01: (435,060) (226,364) (344,795)
经期 AL AL AL O110	Common accept hall value with Accepted Project Alternates #6.7.6 and Program Reductions) In the Interfer build-out of the Second Floor of the Receivesh wing #6 - Omit the Interfer build-out of the Fourth Floor of the Celfornia wing #6 - Omit the Interfer build-out of the Fourth Floor of the Fakfield wing Omit the Interfer build-out of the Srd Boor of the Celfornia wing	(438,090) (228,384) (344,795) (281,578)
AA. AA. O110	Connot accept full value with Accepted Project Alternates #6.7.6 and Program Reductions) #5 - Omit the interfor build-out of the Second Floor of the Receivest wing #6 - Omit the interfor build-out of the Fourth Floor of the Celifornia wing #6 - Omit the interfor build-out of the Fourth Floor of the Patrickd wing Omit the interfor build-out of the 3rd floor of the Celifornia wing Omit the interior build-out of the 3rd floor of the Receivest wing	(435,050) (225,364) (244,795) (281,578) (349,425)
A4. A4. A1. 01112	Connot accept hall value with Accepted Project Alternates #6.7.6 and Program Reductions) #5 - Omit the interfor build-out of the Second Floor of the Receivedt wing #6 - Omit the interfor build-out of the Fourth Floor of the Celifornia wing #6 - Omit the interfor build-out of the Srd Boor of the Celifornia wing Omit the interior build-out of the 3rd Boor of the Receivedt wing Omit the interior build-out of the 3rd Boor of the Receivedt wing Omit the interior build-out of the 3rd Boor of the Receivedt wing Omit the interior build-out of the 3rd Boor of the Receivedt wing	(439,060) (229,364) (244,795) (281,578) (349,425) (307,050)
AL AL AL O110 01112 9150	Comnot accept full value with Accepted Project Alternates #6.7.6 and Program Reductions) #6 - Omit the interfor build-out of the Second Floor of the Reserveit wing #7 - Omit the interfor build-out of the Fourth Floor of the Celifornia wing #8 - Omit the interfor build-out of the Fourth Floor of the Fatfield wing Omit the interfor build-out of the 3rd floor of the Reserveit wing Omit the interfor build-out of the 3rd floor of the Reserveit wing Omit the interfor build-out of the 3rd floor of the Reserveit wing Add back value Accepted VE thoms above at reduced value which overlap Accepted Alternates and Program Reductions	(438,080) (228,384) (344,795) (281,578) (349,425) (307,050)
AL AL AL O110 01112 9150	Common accept full value with Accepted Project Alternates #6.7.6 and Program Reductions) #6 - Omit the interfor build-out of the Second Floor of the Receivest wing #6 - Omit the interfor build-out of the Fourth Floor of the Celifornia wing #6 - Omit the interfor build-out of the Fourth Floor of the Pairiseld wing Omit the interior build-out of the 3rd floor of the Celifornia wing Omit the interior build-out of the 3rd floor of the Receivest wing Omit the interior build-out of the 3rd floor of the Receivest wing Add back value Accepted VE (terms above at reduced value which overlap Accepted Alternates and Program Reductions (hours 042, 052, 059, 060, 061s, 082, 083, 065, 096, 070, 081, 082, 083, 093, 093, 094, 0101, 0105, 0105)	(438,090) (228,364) (344,795) (281,578) (349,425) (307,050)

Motes:

- A The work described in Deduct Attenuates and Program Reductions (Sections I and if) will be done pursuant to the plane and specifications for the prices parameted above up unit a period of 6 months from the date Owner's Nation to Proceed (defined in paragraph 4.5 of the Agreement). Should these alternates be exercised as Add Alternates after the 6 month expiration period (defined in paragraph 4.5 of the Agreement), a re-price will be required.
- B. Course services to modification of Contract Documents based upon scope defined above and as made part of this Agreement

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EXHIBIT B PLANS AND SPECIFICATIONS DOCUMENT LIST

Drawing List:

Drawing #	Drawing Title	
Cover	Cover Sheet/General Building Requirements Code Matrix	
N/A	Sheet Index dated 6/11/04	
N/A	General Building Requirements Code Matrix	
N/A	Alta/ACSM Land Title Survey by Professionals Associated Sur	vev dated 4/27/02
A-0.01	Project Data dated 8/6/04	•
A-0.02	Notes dated 5/25/04	
A-0.03	Specifications Summary dated 5/25/04	
A-0.04	Occupancy Diagrams dated 8/6/04	
A-0.05	Exiting & Fire Resistance Rating Diagrams - Level 1 dated 5/2.	5/04
A-0.06	Exiting & Fire Resistance Rating Diagrams - Level 2 dated 5/2	
A-0.07	Exiting & Fire Resistance Rating Diagrams – Level 3 dated 5/2.	
A-0.08	Exiting & Fire Resistance Rating Diagrams – Level 4 dated 5/2	
A-0.09	Exiting & Fire Resistance Rating Diagrams - Penthouse dated 5	5/25/04
A-0.10	Fire-Proofing Diagrams dated 9/10/04	•
A-0.11	Partition Details dated 8/6/04	
A-0.12	Partition Details dated 8/6/04	
A-0.13	Accessibility Diagrams Residential Units dated 5/25/04	•
A-0.14	Accessibility Diagrams Residential Units dated 5/25/04	V
A-0.15	Accessibility Diagrams Residential Bathrooms dated 5/25/04	
A-0.16	Accessibility Diagrams dated 5/25/04	
A-1.01	Master Site Plan dated 8/6/04	
EX-1.01	Excavation Plan dated 5/25/04	
C-1.01	Demolition Plan dated 5/25/04	
C-1.02	Dimension Plan dated 5/25/04	· / / / /
C-1.03	Utilities Plan dated 8/6/04	
C-1.04	Grading Plan dated 5/25/04	
C-1.05	Details dated 5/25/04) · · · · ·
C-1.06	Details dated 5/25/04	
L-01.1	Master Plan dated 9/9/04	:
L-02.1	Planting Plan dated 9/9/04	
L-02,2	Planting Plan dated 9/9/04	
L-03.1	Layout dated 9/9/04	
L-03.2	Layout dated 9/9/04	
L-03.3	Fountain Layout dated 9/9/04	
L-03.4	Roof Top Garden dated 9/9/04	
L-03.5	Playground Layout dated 9/9/04	
L-03.6	Dimension Plan dated 9/9/04 (Drawing Not Listed on Sheet Inde	x)
		Y

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	·	
L-04.1	Planting Details dated 9/9/04	
L-04.2	Details dated 9/9/04	
L-04.3	Details dated 9/9/04	
L-05.1	Irrigation Layout dated 9/9/04	•
L-06.1	Fountain Plan Section Detail dated 9/9/04	
L-06.2	Piping Plans dated 9/9/04	
L-06.3	Equipment Details dated 9/9/04	
A-1.02	Site Details dated 5/25/04	
A-1.03	Site Details dated 5/25/04	
A-1.04	First Floor Plan – Overall dated 5/25/04	
A-1.05	Second Floor Plan – Overall dated 5/25/04	
A-1.06	Third Floor Plan - Overall dated 5/25/04	
A-1.07	Fourth Floor Plan - Overall dated 5/25/04	
A-1.08	Mechanical Floor Plan dated 5/25/04	
A-1.09	Roof Plan - Overall dated 6/16/04	
A-1.10	First Floor Plan - Roosevelt Wing dated 8/6/04	
A-1.11	First Floor Plan California Wing dated 8/6/04	
A-1.12	First Floor Plan - Fairfield Wing dated 8/6/04	
A-1.13	Second Floor Plan – Roosevelt Wing dated 8/6/04	
A-1.14	Second Floor Plan - California Wing dated 8/6/04	
A-1.15	Second Floor Plan - Fairfield Wing dated 8/6/04	
A-1.16	Third Floor Plan - Roosevelt Wing dated 8/6/04	ı.
A=1:17	Third Floor Plan - California Wing dated 8/6/04	
A-1.18	Third Floor Plan – Fairfield Wing dated 8/6/04	
A-1.19	Fourth Floor Plan – California Wing dated 8/6/04	
A-1.20	Fourth Floor Plan - Fairfield Wing dated 8/6/04.	
A-1.21	Mechanical Floor Plan - Roosevelt Wing dated 8/6/04	
A-2.01	Elevations dated 6/11/04	
A-2.02	Elevations dated 6/11/04	
A-3.01	Bldg. Sections dated 8/6/04	
A-3.02	Bldg. Sections dated 5/25/04	
A-3.03	Bldg. Sections dated 5/25/04	
A-3.04	Bldg. Sections dated 5/25/04	
A-3.05	Wall Sections dated 5/25/04	
A-3.06	Wall Sections dated 5/25/04	
A-3.07	Wall Sections dated 5/25/04	
A-3.08	Wall Sections dated 6/11/04	
A-3.09	Wall Sections dated 5/25/04 (Shown Crossed Out on Index Sheet included	i in set)
- A-3.10	Wall Sections dated 5/25/04 (Shown on Index Sheet - Missing from set)	
A-3.11	Stair Sections, Plans dated 5/25/04	
A-3.12	Stair Sections, Plans dated 5/25/04	

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A-3.13	Stair Sections, Plan dated 5/25/04
A-3:14	Stair Details dated 8/6/04
A-3.15	Stair Details dated 8/6/04
A-3.16	Elevator Sections, Plans dated 8/6/04
A-3.17	Elevator Sections, Plans dated 8/6/04
A-3.18	Elevator Details dated 5/25/04
A-4.01	Plan Details dated 5/25/04
A-4.02	Plan Details dated 5/25/04
A-4.03	Plan Details dated 5/25/04
A-4.04	Plan Details dated 5/25/04
A-4.05	Plan Details dated 5/25/04
A-4.06	Section Details dated 5/25/04
A-4.07	Section Details dated 5/25/04
A-4,08	Section Details dated 5/25/04
A-4.09	Section Details dated 5/25/04
A-4.10	Section Details dated 5/25/04
A-4.II	Section Details dated 5/25/04
A-4.12	Section Details dated 5/25/04
A-5.01	Partial Enlarged Plan Interior Elevations - Chapel dated 6/11/04
A-5.02	Partial Enlarged Plan Interior Elevations - Entry Lobby dated 6/11/04
- A-5.03	Partial Enlarged Plan Interior Elevations – Entry Lobby dated 6/11/04
A-5.04	Partial Enlarged Plan Interior Elevations — Landscape Office dated 5/25/04
A-5.04 A-5.03	Partial Enlarged Plan Interior Elevations — Landscape Office dated 5/25/04 Partial Enlarged Plan Interior Elevations — Open Office dated 5/25/04
A-5.04 A-5.05 A-5.06	Partial Enlarged Plan Interior Elevations — Landscape Office dated 5/25/04 Partial Enlarged Plan Interior Elevations — Open Office dated 5/25/04 Partial Enlarged Plan Interior Elevations — Open Office/Interview dated 5/25/04
A-5.04 A-5.05 A-5.06 A-5.07	Partial Enlarged Plan Interior Elevations — Landscape Office dated 5/25/04 Partial Enlarged Plan Interior Elevations — Open Office dated 5/25/04 Partial Enlarged Plan Interior Elevations — Open Office/Interview dated 5/25/04 Partial Enlarged Plan Interior Elevations — Therapy Rooms dated 5/25/04
A-5.04 A-5.05 A-5.06 A-5.07 A-5.08	Partial Enlarged Plan Interior Elevations — Landscape Office dated 5/25/04 Partial Enlarged Plan Interior Elevations — Open Office dated 5/25/04 Partial Enlarged Plan Interior Elevations — Open Office/Interview dated 5/25/04 Partial Enlarged Plan Interior Elevations — Therapy Rooms dated 5/25/04 Partial Enlarged Plan Interior Elevations — Therapy Rooms dated 5/25/04
A-5.04 A-5.05 A-5.06 A-5.07 A-5.08 A-5.09	Partial Enlarged Plan Interior Elevations — Landscape Office dated 5/25/04 Partial Enlarged Plan Interior Elevations — Open Office dated 5/25/04 Partial Enlarged Plan Interior Elevations — Open Office/Interview dated 5/25/04 Partial Enlarged Plan Interior Elevations — Therapy Rooms dated 5/25/04 Partial Enlarged Plan Interior Elevations — Therapy Rooms dated 5/25/04 Partial Enlarged Plan Interior Elevations — Therapy/Waiting dated 5/25/04
A-5.04 A-5.05 A-5.06 A-5.07 A-5.08 A-5.09 A-5.10	Partial Enlarged Plan Interior Elevations — Landscape Office dated 5/25/04 Partial Enlarged Plan Interior Elevations — Open Office dated 5/25/04 Partial Enlarged Plan Interior Elevations — Open Office/Interview dated 5/25/04 Partial Enlarged Plan Interior Elevations — Therapy Rooms dated 5/25/04 Partial Enlarged Plan Interior Elevations — Therapy Rooms dated 5/25/04 Partial Enlarged Plan Interior Elevations — Therapy/Waiting dated 5/25/04 Partial Enlarged Plan Interior Elevations — Classroom/Security dated 5/25/04
A-5.04 A-5.05 A-5.06 A-5.07 A-5.08 A-5.09 A-5.10 A-5.11	Partial Enlarged Plan Interior Elevations — Landscape Office dated 5/25/04 Partial Enlarged Plan Interior Elevations — Open Office dated 5/25/04 Partial Enlarged Plan Interior Elevations — Open Office/Interview dated 5/25/04 Partial Enlarged Plan Interior Elevations — Therapy Rooms dated 5/25/04 Partial Enlarged Plan Interior Elevations — Therapy Rooms dated 5/25/04 Partial Enlarged Plan Interior Elevations — Therapy/Waiting dated 5/25/04 Partial Enlarged Plan Interior Elevations — Classroom/Security dated 5/25/04 Partial Enlarged Plan Interior Elevations — Classrooms dated 5/25/04
A-5.04 A-5.05 A-5.06 A-5.07 A-5.08 A-5.09 A-5.10 A-5.11 A-5.12	Partial Enlarged Plan Interior Elevations — Landscape Office dated 5/25/04 Partial Enlarged Plan Interior Elevations — Open Office dated 5/25/04 Partial Enlarged Plan Interior Elevations — Open Office/Interview dated 5/25/04 Partial Enlarged Plan Interior Elevations — Therapy Rooms dated 5/25/04 Partial Enlarged Plan Interior Elevations — Therapy Rooms dated 5/25/04 Partial Enlarged Plan Interior Elevations — Therapy/Waiting dated 5/25/04 Partial Enlarged Plan Interior Elevations — Classroom/Security dated 5/25/04 Partial Enlarged Plan Interior Elevations — Classrooms dated 5/25/04 Partial Enlarged Plan Interior Elevations — Classroom/Office dated 5/25/04
A-5.04 A-5.05 A-5.06 A-5.07 A-5.08 A-5.09 A-5.10 A-5.11 A-5.12 A-5.13	Partial Enlarged Plan Interior Elevations — Landscape Office dated 5/25/04 Partial Enlarged Plan Interior Elevations — Open Office dated 5/25/04 Partial Enlarged Plan Interior Elevations — Open Office/Interview dated 5/25/04 Partial Enlarged Plan Interior Elevations — Therapy Rooms dated 5/25/04 Partial Enlarged Plan Interior Elevations — Therapy Rooms dated 5/25/04 Partial Enlarged Plan Interior Elevations — Therapy/Waiting dated 5/25/04 Partial Enlarged Plan Interior Elevations — Classroom/Security dated 5/25/04 Partial Enlarged Plan Interior Elevations — Classroom/Office dated 5/25/04 Partial Enlarged Plan Interior Elevations — Classroom/Office dated 5/25/04 Partial Enlarged Plan Interior Elevations — Classroom/Office dated 5/25/04
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A-5.04 A-5.05 A-5.06 A-5.07 A-5.08 A-5.09 A-5.10 A-5.11 A-5.12 A-5.13 A-5.14 A-5.15 A-5.16 A-5.17 A-5.18 A-5.19 A-5.20 A-5.21 A-5.22	Partial Enlarged Plan Interior Elevations — Landscape Office dated 5/25/04 Partial Enlarged Plan Interior Elevations — Open Office dated 5/25/04 Partial Enlarged Plan Interior Elevations — Open Office/Interview dated 5/25/04 Partial Enlarged Plan Interior Elevations — Therapy Rooms dated 5/25/04 Partial Enlarged Plan Interior Elevations — Therapy Rooms dated 5/25/04 Partial Enlarged Plan Interior Elevations — Therapy/Waiting dated 5/25/04 Partial Enlarged Plan Interior Elevations — Classroom/Security dated 5/25/04 Partial Enlarged Plan Interior Elevations — Classroom/Office dated 5/25/04 Partial Enlarged Plan Interior Elevations — Conference Room dated 5/25/04 Partial Enlarged Plan Interior Elevations — Open Office dated 5/25/04 Partial Enlarged Plan Interior Elevations — Open Office dated 5/25/04 Partial Enlarged Plan Interior Elevations — Conference Rooms dated 6/11/04 Partial Enlarged Plan Interior Elevations — Conference Rooms dated 6/11/04 Partial Enlarged Plan Interior Elevations — Conference Rooms dated 6/11/04 Partial Enlarged Plan Interior Elevations — Conference Rooms dated 5/25/04 Partial Enlarged Plan Interior Elevations — Conference Rooms dated 5/25/04 Partial Enlarged Plan Interior Elevations — Confider dated 9/10/04 Partial Enlarged Plan Interior Elevations — Corridor dated 5/25/04 Partial Enlarged Plan Interior Elevations — Corridor dated 5/25/04 Partial Enlarged Plan Interior Elevations — Dining Hall dated 5/25/04 Partial Enlarged Plan Interior Elevations — Dining Hall dated 5/25/04
A-5.04 A-5.05 A-5.06 A-5.07 A-5.08 A-5.09 A-5.10 A-5.11 A-5.12 A-5.13 A-5.14 A-5.15 A-5.16 A-5.17 A-5.18 A-5.19 A-5.20 A-5.21	Partial Enlarged Plan Interior Elevations — Landscape Office dated 5/25/04 Partial Enlarged Plan Interior Elevations — Open Office dated 5/25/04 Partial Enlarged Plan Interior Elevations — Open Office/Interview dated 5/25/04 Partial Enlarged Plan Interior Elevations — Therapy Rooms dated 5/25/04 Partial Enlarged Plan Interior Elevations — Therapy Rooms dated 5/25/04 Partial Enlarged Plan Interior Elevations — Therapy/Waiting dated 5/25/04 Partial Enlarged Plan Interior Elevations — Classroom/Security dated 5/25/04 Partial Enlarged Plan Interior Elevations — Classroom/Office dated 5/25/04 Partial Enlarged Plan Interior Elevations — Conference Room dated 5/25/04 Partial Enlarged Plan Interior Elevations — Open Office dated 5/25/04 Partial Enlarged Plan Interior Elevations — Open Office dated 5/25/04 Partial Enlarged Plan Interior Elevations — Conference Rooms dated 6/11/04 Partial Enlarged Plan Interior Elevations — Conference Rooms dated 6/11/04 Partial Enlarged Plan Interior Elevations — Conference Rooms dated 6/11/04 Partial Enlarged Plan Interior Elevations — Lounge/Security dated 5/25/04 Partial Enlarged Plan Interior Elevations — Corridor dated 9/10/04 Partial Enlarged Plan Interior Elevations — Lounge/Security dated 5/25/04 Partial Enlarged Plan Interior Elevations — Corridor dated 9/10/04 Partial Enlarged Plan Interior Elevations — Phone & Corridor dated 5/25/04

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A-5.25	Partial Enlarged Plan Interior Elevations - Kitchen dated 5/25/04
A-5.26	Partial Enlarged Plan Interior Elevations - Laundry/Security dated 5/25/0
A-5.27	Partial Enlarged Plan Interior Elevations - Corridor/Lounge dated 5/25/0
A-5.28	Interior Elevations - Fairfield Wing - Rooms dated 5/25/04
A-5.29	Interior Elevation - Fairfield Wing - Rooms dated 5/25/04
A-5.30	Interior Elevations - California Wing - Rooms dated 5/25/04
A-5.31	Interior Elevations - California Wing - Rooms dated 5/25/04
A-5.32	Partial Enlarged Plan Interior Elevations - Toilets dated 5/25/04
A-5.33	Partial Enlarged Plan Interior Elevations – Toilets dated 5/25/04
A-5.34	Partial Enlarged Plan Interior Elevations – Toilets dated 5/25/04
A-5.35	Partial Enlarged Plan Interior Elevations - Office/Toilet dated 5/25/04
A-5.36	Partial Enlarged Plan Interior Elevations - Toilets dated 5/25/04
A-5.37	Partial Enlarged Plan Interior Elevations - Toilet/Lounge dated 5/25/04
A-5.38	Partial Enlarged Plan Interior Elevations – Toilet/Lounge dated 5/25/04
A-6.01	Room Finish Schedule dated 5/25/04
A-6.02	Room Finish Schedule dated 5/25/04
A-6.04	Millwork Detail dated 8/6/04
. A-6.05	Millwork Detail dated 5/25/04
A-6.06	Millwork Detail dated 5/25/04
A-6.07	Millwork Detail dated 5/25/04
A-6.08	Millwork Detail dated 8/6/04
A-7.01	Door Schedules dated 8/6/04
A-7.02	Door Schedules dated 8/6/04
A-7.03	Door Details dated 5/25/04
A-7.04	Window Schedules dated 8/6/04
A-7.05	Window Schedules dated 8/6/04
A-7.06	Window Details dated 5/25/04
A-7.10	Signage dated 5/25/04
A-8.01	Reflected Ceiling Plan First Floor Roosevelt Wing dated 5/25/04
A-8.02	Reflected Ceiling Plan First Floor California Wing dated 8/6/04
A-8.03	Reflected Ceiling Plan First Floor Fairfield Wing dated 5/25/04
A-8.04	Reflected Ceiling Plan Second Floor Roosevelt Wing dated 5/25/04
A-8.05	Reflected Ceiling Plan Second Floor California Wing dated 5/25/04
A-8.06	Reflected Ceiling Plan 2-4 Typical Floor Fairfield Wing dated 8/6/04
A-8.07	Reflected Ceiling Plan Third Floor Roosevelt Wing dated 5/25/04
A-8.08	Reflected Ceiling Plan Third Floor California Wing dated 5/25/04
A-8.09	Reflected Ceiling Plan Fourth Floor California Wing dated 5/25/04
A-9.01	First Floor Furniture Plan dated 5/25/04
A-9.02	Second Floor Furniture Plan dated 5/25/04
A-9.03	Third Floor Furniture Plan dated 5/25/04
A-9.04	Fourth Floor Furniture Plan dated 5/25/04

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	0 158 c - 3-4-3 CD 100
\$101	General Notes dated 6/11/04
S102	General Notes dated 5/25/04
\$103	Typical Concrete Details dated 6/11/04
S104	Typical Steel Details dated 5/25/04
S201	Caisson Plan dated 5/25/04
S202	Caisson Plan dated 5/25/04
S203	Caisson Plan dated 5/25/04
S204	First Floor Framing Plan dated 6/17/04
S205	First Floor Framing Plan dated 6/11/04
\$206	First Floor Framing Plan dated 6/11/04
S206A	First Floor Partial Layout Plan dated 5/25/04
S207	Second Floor Framing Plan dated 6/17/04
S208	Second Floor Framing Plan dated 6/17/04
S209	Second Floor Framing Plan dated 6/17/04
S210	Third Floor Framing Plan dated 6/17/04
S211	Third Floor Framing Plan dated 6/11/04
S212	Third Floor Framing Plan dated 6/11/04
S213	Fourth Floor Framing Plan dated 6/17/04
\$214	Fourth Floor Framing Plan dated 6/11/04
S215	Fourth Floor Framing Plan dated 6/11/04
S216	Roof Framing Plan dated 6/17/04
S217	Roof Framing Plan dated 6/11/04
S218	Roof Framing Plan dated 6/11/04
S219	Penthouse Roof Framing Plan dated 6/11/04
S220	Entry Screen Elevation & Details dated 6/11/04
S301	Caisson Schedule and Details dated 6/11/04
S302	Grade Beam Schedule & Details dated 6/11/04
S303	Foundation Sections & Details dated 5/25/04
S304	Foundation Sections & Details dated 5/25/04
\$401	Column Schedule and Details dated 6/17/04
S402	Braced Frame Elevations & Details dated 6/11/04
S403	Braced Frame Sections & Details dated 6/11/04
S404	Sections and Details dated 5/25/04
8405	Sections and Details dated 6/11/04
S406	Sections and Details dated 5/25/04
MEP	Mechanical, Piping, Electrical and Plumbing Coordination Plan dated 5/25/04
M1.11	First Floor Ductwork Plan – Roosevelt Wing dated 5/25/04
M1.21	First Floor Ductwork Plan – California Wing dated 5/25/04
M1.31	First Floor Ductwork Plan – Fairfield Wing dated 5/25/04
M1.12	First Floor Piping Plan – Roosevelt Wing dated 5/25/04
M1.22	First Floor Piping Plan - California Wing dated 5/25/04
LILA.DW	

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MAGISTRATE JUDGE KEYS

RCC .

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` M1.32	First Floor Piping Plan - Fairfield Wing dated 5/25/04
M2.11	Second Floor Ductwork Plan - Roosevelt Wing dated 5/25/04
M2.2	Second Floor Ductwork Plan - California Wing dated 5/25/04
M2.3	Second Floor Ductwork Plan - Fairfield Wing dated 5/25/04
M2.12	Second Floor Piping Plan – Roosevelt Wing dated 5/25/04
M2.22	Second Floor Piping Plan - California Wing dated 5/25/04
M2.32	Second Floor Piping Plan - Fairfield Wing dated 5/25/04
M3.11	Third Floor Ductwork Plan - Roosevelt Wing dated 5/25/04
M3.2	Third Floor Ductwork Plan - California Wing dated 5/25/04
M3.3	Third Floor Ductwork Plan - Fairfield Wing dated 5/25/04
M3,12	Third Floor Piping Plan - Roosevelt Wing dated 5/25/04
M3.22	Third Floor Piping Plan - California Wing dated 5/25/04
M3.32	Third Floor Piping Plan - Fairfield Wing dated 5/25/04
M4.2	Fourth Floor Ductwork & Piping Plan - California Wing dated 5/25/04
M4.3	Fourth Floor Ductwork & Piping Plan - Fairfield Wing dated 5/25/04
M5.1	Mechanical Penthouse Ductwork & Piping Plan - Roosevelt Wing dated 5/25/04
M5.2	Mechanical Penthouse Ductwork & Piping Plan - California Wing dated 5/25/04
M5.3	Mechanical Floor Ductwork & Piping Plan - Fairfield Wing dated 5/25/04
M6.1	Mechanical Roof Ductwork Plan - Roosevelt Wing dated 5/25/04
M6.2	Mechanical Roof Ductwork Plan - California Wing dated 5/25/04
M7.1	Schedules dated 5/25/04
M7.2	Schedules dated 5/25/04
M7.3	Schedules dated 5/25/04
M7.4A	Risers dated 5/25/04
M7.4B	Risers dated 5/25/04
M8.1	Details dated 5/25/04
M8.2	Details dated 5/25/04
M8.3	Details dated \$/25/04
E0.2	Electrical Symbols dated 6/11/04
E0.3	Electrical Site Plan dated 5/25/04
E1.1P	First Floor Power Plan - Roosevelt Wing dated 5/25/04
E1.2P	First Floor Power Plan - California Wing dated 5/25/04
E1.3P	First Floor Power Plan - Fairfield Wing dated 5/25/04
E1.S	First Floor Security Plan dated 5/25/04
E1.1L	First Fl Lighting Plan - Roosevelt Wing dated 5/25/04
E1.2L	First Fl Lighting Plan – California Wing dated 5/25/04
E1.3L	First Fl Lighting Plan – Fairfield Wing dated 5/25/04
E1.1EM	First Floor EM Lighting Roosevelt Wing dated 5/25/04
E1.2EM	First Floor EM Lighting - California Wing dated 5/25/04
E1.3EM	First Floor EM Lighting - Fairfield Wing dated 5/25/04
E2.1P	Second Floor Power Plan - Roosevelt Wing dated 5/25/04
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E2.2P	Second Floor Power Plan - California Wing dated 5/25/04
E2.3P	Second Floor Power Plan - Fairfield Wing dated 5/25/04
E2.\$	Second Floor Security Plan dated 5/25/04
E2.1L	Second Floor Lighting Plan - Roosevelt Wing dated 5/25/04
E2.2L	Second Floor Lighting Plan – California Wing dated 5/25/04
E2.3L	Second Floor Lighting Plan - Fairfield Wing dated 5/25/04
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E2.1EM	Second Floor EM Lighting - Roosevelt Wing dated 5/25/04
E2.2EM	Second Floor EM Lighting – California Wing dated 5/25/04
E2.3EM	Second Floor EM Lighting - Fairfield Wing dated 5/25/04
E3.1P	Third Floor Power Plan - Roosevelt Wing dated 5/25/04
E3.2P	Third Floor Power Plan - California Wing dated 5/25/04
E3.3P	Third Floor Power Plan - Fairfield Wing dated 5/25/04
E3.S	Third Floor Security Plan dated 5/25/04
E3.1L	Third Floor Lighting Plan - Roosevelt Wing dated 5/25/04
E3.2L	Third Floor Lighting Plan - California Wing dated 5/25/04
E3.3L	Third Floor Lighting Plan - Fairfield Wing dated 5/25/04
E3.1EM	Third Floor Lighting Plan - Roosevelt Wing dated 5/25/04
E3.2EM	Third Floor Lighting Plan - California Wing dated 5/23/04
E3,3EM	Third Floor Lighting Plan – Fairfield Wing dated 5/25/04
E4.2P	Fourth Floor Power Plan - California Wing dated 5/25/04
E4.3P	Fourth Floor Power Plan – Fairfield Wing dated 5/25/04
E4.S	Fourth Floor Security Plan dated 5/25/04
E4.2L	Fourth Floor Lighting Plan - California Wing dated 5/25/04
E4.3L	Fourth Floor Lighting Plan – Fairfield Wing dated 5/25/04
E4.2EM	Fourth Floor EM Lighting - California Wing dated 5/25/04
E4.3EM	Fourth Floor EM Lighting - Fairfield Wing dated 5/25/04
E5.IP	Penthouse Power Plan - Roosevelt Wing dated 5/25/04
E5.2P	Penthouse Power Plan - California Wing dated 5/25/04
E5.3P	Penthouse Power Plan - Fairfield Wing dated 5/25/04
ES.1L	Penthouse Lighting Plan dated 5/25/04
E5.1EM	Penthouse EM Lighting Plan dated 5/25/04
E6.1	Electrical Riser dated 5/25/04
E6.2	Grounding & Exterior Lighting Control Diagrams dated 5/25/04
E7.1	Distribution Panel Schedules dated 5/25/04
E7.2	Lighting Fixture Schedules dated 5/25/04
E7.3	Panel Schedules dated 5/25/04
E7.4	Panel Schedules dated 5/25/04
E7.5	Panel Schedules dated 5/25/04
E7.6	Panel Schedules dated 5/25/04
E8.1	Electrical Tables dated 5/25/04
E9.1	Kitchen Electrical Plan dated 5/25/04
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EXHIBIT B PLANS AND SPECIFICATIONS DOCUMENT LIST

P0.1	Plumbing/Fire Protection Symbols and Notes dated 5/25/04
P1.1	First Floor Plan - Roosevelt Wing dated 5/25/04
P1.2	First Floor Plan – California Wing dated 5/25/04
P1.3	First Floor Plan - Fairfield Wing dated 5/25/04
P2.1	Second Floor Plan - Roosevelt Wing dated 5/25/04
P2.2	Second Floor Plan - California Wing dated 5/25/04
P2.3	Second Floor Plan – Fairfield Wing dated 5/25/04
P3.1	Third Floor Plan – Roosevelt Wing dated 5/25/04
P3.2	Third Floor Plan - California Wing dated 5/25/04
P3.3	Third Floor Plan – Fairfield Wing dated 5/25/04
P4.1	Fourth Floor Plan - California Wing dated 5/25/04
P4.2	Fourth Floor Plan - California Wing dated 5/25/04
P4.3	Fourth Floor Plan - Fairfield Wing dated 5/25/04
P5.1	Roof Plan - Roosevelt Wing dated 5/25/04
P5.2	Roof Plan – California Wing dated 5/25/04
P5.3	Roof Plan - Fairfield Wing dated 5/25/04
P6.1	Schedules & Details dated 5/25/04
P7.1	Fire Protection Riser, Notes & Schedules dated 5/25/04
P8.1	Plumbing Riser Diagrams dated 5/25/04
P8.2	Plumbing Riser Diagrams dated 5/25/04
P8.3	Plumbing Riser Diagrams dated 5/25/04
P8.4	Plumbing Riser Diagrams dated 5/25/04
P8.5	Plumbing Riser Diagrams dated 5/25/04
P9.1	Plumbing Riser Diagrams dated 5/25/04
P9.2	Plumbing Riser Diagrams dated 5/25/04
P10.1	Kitchen Floor Plan - Fairfield Wing dated 5/25/04
FS-1	Foodservice Equipment - Equipment Plan dated 5/17/04
FS-2	Foodservice Equipment - Utility Schedule dated 5/17/04
FS-3	Foodservice Equipment - Plumbing Plan dated 5/17/04
FS-4	Foodservice Equipment - Electrical Plan dated 5/17/04
FS-5	Foodservice Equipment - Special Conditions Plan dated 5/17/04
FS-6	Foodservice Equipment - Exhaust Hood Details dated 5/17/04
	• •

Project Manual Specifications - All Dated 5/25/04

Volume One

Spec. #	<u>Description</u>
00100	Instructions to Bidders
00200	Information Available to Bidders
00350	Bid Form

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	AIA A101 Standard Form of Agreement between Owner and Contr	actor
01100	Summary	•
01210	Allowances	
01230	Alternates	٠.
01250	Contract Modification Procedures	• *
01270	Unit Prices	
01290	Payment Procedures	
01310	Project Management and Coordination	
01320	Construction Progress Documentation	
01322	Photographic Documentation	, ,,
01330	Submittal Procedures	
01352	LEED Requirements	
01400	Quality Requirements	
01410	Regulatory Requirements	
01420	References	
01450	Sequence of Finish Installation	
01500	Temporary Facilities and Controls	
01524	Construction Waste Management	
01600	Product Requirements	
01700	Execution Requirements	
01731	Cutting and Patching	1.2
01770	Closeout Procedures	
01781	Project Record Documents	
01782	Operation and Maintenance Data	
02110	Site Clearing	:
02212	Finish Grading	
02300	Earthwork	
02466	Caisson	:
02511	Bituminous Concrete Paving	
02513	Portland Cement Concrete Paving	
02701	Exterior Sewer and Water Facilities	
02791	Playground Surface Systems	
02810	Irrigation System	
02833	Ornamental Fencing and Gates	
02870	Site and Street Furnishings	
02881	Playground Equipment and Structures	
02920	Lawns and Grasses	
02930	Exterior Plants	
02935	Water Feature	
03300	Cast-in-Place Concrete	
04810	Unit Masonry Assemblies	
05120	Structural Steel	

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05310	Steel Deck
05400	Cold-Formed Metal Framing
05500	Metal Fabrications
05511	Metal Stairs
05521	Pipe and Tube Railings
05580	Formed Metal Fabrications
05700	Omamental Metal
06105	Miscellaneous Carpentry
06160	Sheathing
06402	Interior Architectural Woodwork
06680	Fiberglass Reinforced Plastic Wall Panels
07141	Cold Fluid-Applied Waterproofing
07210	Building Insulation
0.7410	Corrugated Metal Wall Panels
07420	Metal Plate Wall Panels
07540	Thermoplastic Membrane Roofing
07 <i>5</i> 65	Hot Fluid Applied Garden Roofing System
07620	Sheet Metal Flashing and Trim
07720	Roof Accessories
07811	Sprayed Fire-Resistive Materials
07841	Through-Penetration Firestop Systems
07842	Fire Resistive Joint System
07920	Joint Sealants
0 8111	Steel Doors and Frames
08211	Flush Wood Doors
08261	Bifold doors
08311	Access Doors and Frames
08331	Overhead Coiling Doors
08411	Aluminum Framed Entrances and Storefronts
08520	Aluminum Windows
08710	Door Hardware
08800	Glazing
08814	Mirrored Glass
08870	Glazing Film
09260	Gypsum Board Assemblies
09265	Gypsum Board Shaft Wall Assemblies
09310	Ceramic Tile
09402	Ероху Тептагдо
09404	Precast Terrazzo Treads and Landing
09511	Acoustical Panel Ceilings
09652	Sheet Vinyl Floor Coverings
09653	Resilient Wall Base and Accessories

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09654	Linoleum Floor Coverings
09680	Carpet
09681	Carpet Tile
09912	Painting
09960	High Performance Coatings
10101	Visual Display Surfaces
10155	Toilet and Shower Compartments
10200	Louvers and Vents
10431	Signs
10520	Fire Protection Specialties
10550	Postal Specialties
10801	Toilet and Bath Accessories
10900	Closet Fittings
11132	Projection Screens
11160	Loading Dock Equipment
11451	Food Service Equipment
12356	Kitchen Casework
12494	Roller Shades

Volume Two

15010	Basic Mechanical Requirements
15050	Materials & Methods
15160	Mechanical Sound and Vibration Control
15180	Mechanical Insulation
15401	Domestic Water Piping Systems
15405	Storm, Soil and Waste Piping Systems
15420	Plumbing Equipment
15450	Plumbing Fixtures and Trim
15500	Fire Protection Systems
15600	Power/Heat Generation
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16010	General Provisions
16050	Basic Materials and Methods
16400	Service and Distribution (600 Volt Class)
16402	Underground Electric Service
16480	Motors and Motor Controls
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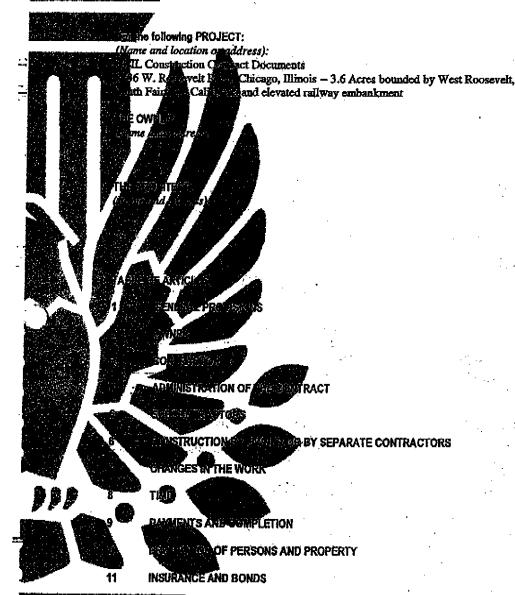
16720 Fire Alarm System (Chicago Code Class I)

1.8 UNIT PRICES:

- Unit price is an amount proposed by the Bidder, as a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if quantities of Work required by the Contract Documents are increased or decreased.
- B. The Undersigned proposes the following unit prices for additions or deductions to the lump sum base bid:

NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE ADD	UNIT PRICE DEDUCT
1A	Additional excavation	Cu.yd.	TBD	\$32.65	(\$27.25)
18	Additional fill	Cu.yd.	TBD	\$22.35	(\$18.65)
1C	Additional rock excavation	Cu.yd.	TBD	\$100.00	(\$N/A)
2	Contaminated soil removal	Cu.yd.	TBD	\$55.35	(\$46.25)
3A	Additional Labor, Concrete	Cu.yd.	TBD	\$147.50	(\$71.50)
3B	Reinfording steel	Ton	TBD	\$1612.50	(\$600.00)
3C	Permanent corrugated finers	Per ft. (length)	TBD	\$32.50	(\$N/A)
3D	Temporary liners	Per ft. (length)	TBD	\$175.00	(\$N/A)
3E	Drilling	Per ft. (length)	TBD	\$60.00	(\$15.00)

al Conditions of the Contract for Construction



FUNG AND CORRECTION OF WORK

ERMINATION OR SUSPENSION OF THE CONTRACT

ANEOUS PROVISIONS

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4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 4.4, 5.2.1, 7.4, 9.4.2, 9.6.4, 9.6.6 Architect's Additional Services and Expenses

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3.1.3, 4.2, 4.3.4, 4.4, 9.4, 9.5 Architect's Approvals 2.4, 3.1.3, 3.5.1, 3.10.2, 4.2.7 Architect's Authority to Reject Work 3.5.1, 4.2.6, 12.1.2, 12.2.1 Architect's Copyright 1.6 Architect's Decisions 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.3.4, 4.4.1, 4.4.5, 4.4.6, 4.5, 6.3, 7.3.6, 7.3.8, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.5.2, 14.2.2, 14.2.4 Architect's Inspections 4.2.2, 4.2.9, 4.3.4, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.5 Architect's Instructions 3.2.3, 3.3.1, 4.2.6, 4.2.7, 4.2.8, 7.4.1, 12.1, 13.5.2 Architect's Interpretations 4.2.11, 4.2.12, 4.3.6 Architect's Project Representative 4.2.10 Architect's Relationship with Contractor 1.1.2, 1.6, 3.1.3, 3.2.1, 3.2.2, 3.2.3, 3.3.1, 3.4.2, 3.5.1, 3.7.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.1.3, 4.2, 4.3.4, 4.4.1, 4.4.7, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 11.4.7, 12, 13.4.2, 13.5 Architect's Relationship with Subcontractors 1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.4.7 Architect's Representations 9.4.2, 9.5.1, 9.10.1 Architect's Site Visits 42.2, 42.5, 42.9, 43.4, 9.4.2, 9.5.1, 9.9.2, 9.10.1 13.5 Asbestos 10.3.1 Attorneys' Fees 3.18.1, 9.10.2, 10.3.3 Award of Separate Contracts 6.1.1, 6.1.2 Award of Subcontracts and Other Contracts for Portions of the Work 5.2 Basic Definitions **Bidding Requirements** 1.1.1, 1.1.7, 5.2.1, 11.5.1 **Boiler and Machinery Insurance** 11.4.2 Bonds, Lien Bonds, Performance, and Payment

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Certificate of Substantial Completion

Building Permit

Capitalization

3.7.1

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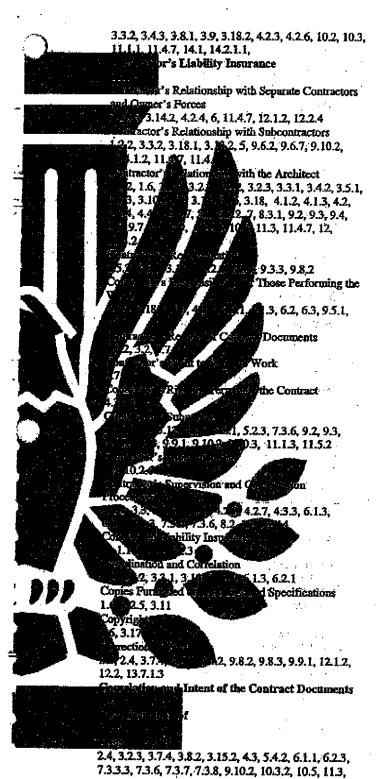
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Compliance with Laws

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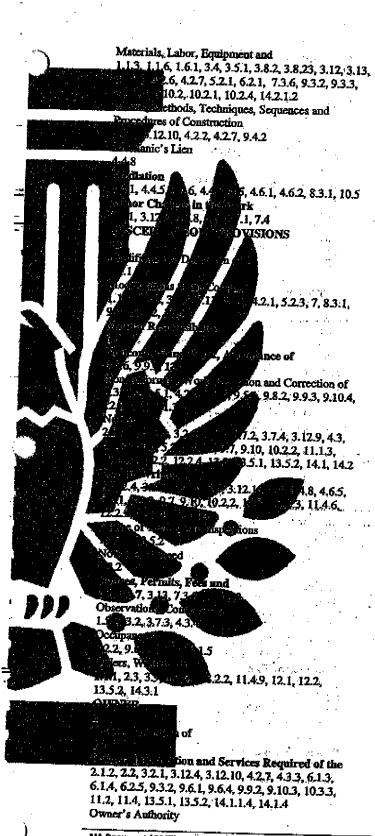
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Insurance, Owner's Liability

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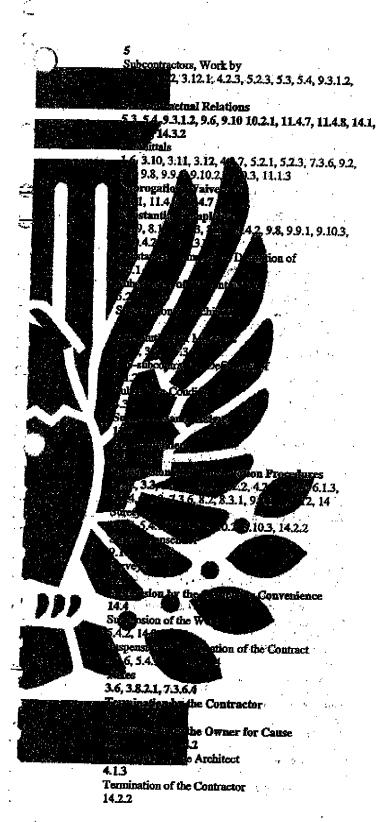
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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

E CONTRACT DOCUMENTS

act Documents consist of the Contractor's Bid Qualifications, Agreement between Owner and Contractor er the Agreement or the Contract), Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in coment and Modifications issued after execution of the Contract. A Modification is (1) a written amendment Contract aigned by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written er for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the ments d pt include other documents such as bidding requirements (advertisement or invitation to Insu uci to Bi sample forms, the Contractor's bid or portions of Addenda relating to bidding

the Contract for Construction. The Contract represents the entire and integrated sereto and supersedes prior negotiations, representations or agreements, either written headed or modified only by a Modification. The Contract Documents shall not be and relationship of any kind (1) between the Architect and Contractor, (2) between the Sub-subcontractor, (3) between the Owner and Architect or (4) between any persons r and Contractor. The Architect shall, however, be entitled to performance and the Contract intended to facilitate performance of the Architect's duties.

struction and services required by the Contract Documents, whether completed or les all other labor, materials, equipment and services provided or to be provided by ractor's obligations. The Work may constitute the whole or a part of the Project.

raction of which the Work performed under the Contract Documents may be the whole clude construction by the Owner or by separate contractors.

med portions of the Contract Documents showing the design, location and ding plans, elevations, sections, details, schedules and diagrams,

Contract Documents consisting of the written requirements for materials, manship for the Work, and performance of related services.

assembled for the Work which may include the bidding requirements, sample and Specifications.

vither? designs.

sisar mean those entities set forth in SCHEDULE I to these General Conditions and their affiliates, officers, boards of directors, agents and employees provided, however, that herein to the contrary, Contractor shall not be deemed to have Indemnified any party with ainst any liability resulting from their having produced or provided any faulty or negligent

ist" is limited to, uncompleted and unacceptable items of the Work (a) which do not interfere with bancy of any part of the Project for its intended purpose and (b) which, as a group, are capable of by the Contractor within 60 days of issuance of any Punch List.

"Substantial Completion" shall have the meaning set forth in Section 9.8 of the General Conditions.

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MAGISTRATE JUDGE KEYS

RCC

5 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

Il materials or labor for Work that is shown in or on the Contract Documents or which are reasonably therefrom as being necessary to produce finished Work shall be provided by Contractor, whether or not the Work is expressly covered in the Drawings and Specifications. The Contract Documents are complementary, and required by one shall be as binding as if required by all. Where compliance with two or more requirements icated in the Contract Documents and where these requirements provide conflict in quantity or quality, atractor shall comply with the most stringent requirements for quality and provide the greatest quantity unless difficulty indicated the wise in the Contract Documents. In addition, where provisions in two or more of the ct, the more detailed provision shall control over the more general provision. It is the ents i tract ments that they shall be construed to require a high quality of workmanship and include the results intended by the Contract Documents.

pees or conflicts between the requirements of the manufacturer's instructions or sections of the Specifications, the more stringent and more detailed and precise ided Contractor shall not be required to adhere to any requirements that may cause voided or diminished.

Specifications into divisions, sections and articles, and arrangement of Drawings shall ring the Work among Subcontractors or in establishing the extent of Work to be

in the Contract Documents, words which have well-known technical or ge are used in the Contract Documents in accordance with such recognized meanings.

or sections of the Work are completely detailed on the Drawings and Specifications in are essentially of the same construction are shown in outline only, the complete which is shown in outline form.

rk, conflict or discrepancy is intended by the Contract Documents and any such pancy specified shall not become a basis for an increase in the Contract Sum.

Baseral Conditions include those which are (1) specifically defined herein or in tes of numbered articles, or (3) the titles of other documents published by

be Contract Documents frequently omit modifying words such as "all" and "any" 6 1.4.1 In th but the fact that a modifier or an article is absent from one statement and appears stended to affect the interpretation of either statement.

F CONTRACT DOCUMENTS

cuments shall be signed by the Owner and Contractor. If either the Owner or Contractor or both do not sign all the Contract Documents, the Architect shall identify such unsigned Documents upon request.

> of the Contract by the Contractor is a representation that the Contractor has visited the site, with local conditions under which the Work is to be performed and correlated personal requirements of the Contract Documents. By execution of the Contract, the Contractor represents s applicable, covenants and agrees) that:

(a) (i) Contractor has carefully examined the Drawings, Specifications, and information provided by Owner pursuant to Section 2.2.3 (the "Survey"); (ii) the Drawings, Specifications and Survey are sufficient in content and detail to complete the Work in accordance with the Contract Documents and to enable Contractor to complete the Work with all

appartenant improvements as shown or specified from the Contract Documents and consistent with the Contract Documents without the need for any change to the Contract Sum, the construction schedule or the Dates of Substantial on, and Contractor is aware of no errors, ambiguities, discrepancies, conflicts or omissions in the Contract swhich will require work that is not included in the Contract Sum. The foregoing is not intended to imply or design responsibility on the Contractor. The Contract Sum includes any work mentioned in the Specifications but not shown on the Drawings, or shown on the Drawings but not mentioned in the Specifications.

The Contractor's prosecution of the Work shall be controlled by existing conditions at and around the Site and all result and protective methods necessary to keep and leave the premises surrounding the Site in the same condition as were before common ing Work shall be done by Contractor without any addition to the Contract Sum or change in construction, scheduled Dates of Substantial Completion. Except to the extent otherwise provided by law, tractor and the Site in the Site.

Control as a second of the Survey and all geotechnical information provided by Owner.

Col. See that the Contract Documents (i) to establish construction means, methods, techniques, the construction means are the Work, and (iii) to the contract of the Work, and (iii) to the contract of the work and contract of the work and (iii) to the contract of the work and contract of the work and contract of the work.

With the state of the land materials required with regard to site conditions that have been discovered by

DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE ations and other documents, including those in electronic form, prepared by the sultants are Instruments of Service through which the Work to be executed by the tractor may retain one record set. Neither the Contractor nor any Subcontractor, if equipment supplier shall own or claim a copyright in the Drawings, Specifications by the Architect or the Architect's consultants, and unless otherwise indicated the s consultants shall be deemed the authors of them and will retain all common law, gbts, in addition to the copyrights. All copies of Instruments of Service, except the he returned or suitably accounted for to the Architect, on request, upon completion of and other documents prepared by the Architect and the Architect's to the Contractor, are for use solely with respect to this Project. They are wavy Subcontractor, Sub-subcontractor or material or equipment supplier on other is Project outside the scope of the Work without the specific written consent of the consultants. The Contractor, Subcontractors, Sub-subcontractors and material has and reproduce applicable portions of the Drawings, Specifications and Rect and the Architect's consultants appropriate to and for use in the ork under the Contract Documents. All copies made under this authorization shall bear the bay, shown on the Drawings, Specifications and other documents prepared by the ultants. Submittal or distribution to meet official regulatory requirements or for this Project is not to be construed as publication in derogation of the Architect's ultanis copyrights or other reserved rights.

MATICLE 2 EPAREE.

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Double of the Owner with respect to all matters requiring the Owner's approval or authorization (the putative"). Except as otherwise provided in Section 4.2.1, the Architect does not have such the Owner's Representative. The term "Owner" means the Owner or, as agent of the Owner, the Stative; provided, however, the Owner's Representative shall not have any personal liability to Contractor under the Contractor Documents. Until otherwise notified in writing by Owner, Contractor shall route all communications, notices and submittals to the Owner's Representative in triplicate. The Owner's Representative shall have all of the Owner's authority to reject any portion of the work that does not conform to the Contract Documents.

.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such n shall include a correct statement of the record legal title to the property on which the Project is located, erred to as the site, and the Owner's interest therein.

FORMATION AND SERVICES REQUIRED OF THE OWNER Intentionally omitted.

and fees, including those required under Section 3.7.1, which are the responsibility of the for occ act Documents, the Owner shall secure and pay for necessary approvals, easements, r the paired for construction, use or occupancy of permanent structures or for permanent

r surveys describing physical characteristics, legal limitations and utility locations for al description of the site. The Contractor shall be entitled to rely on the accuracy of wher but shall exercise proper precautions relating to the safe performance of the

required of the Owner by the Contract Documents shall be furnished by the Owner other information or services relevant to the Contractor's performance of the shall be furnished by the Owner after receipt from the Contractor of a written.

ded in the Contract Documents, the Contractor will be furnished, free of charge,, one of the Drawings and twelve (12) copies of the Project Manuals. Additional sets production, postage and handling as determined by the Architect. The Contractor of the Drawings and Project Manuals to each entity or person required to have such only be printed from the above mentioned set of reproducible transparencies.

P THE WORK

to correct Work which is not in accordance with the requirements of the Contract fails to carry out Work in accordance with the Contract Documents, the Contractor to stop the Work, or any portion thereof, until the cause for such the right-of the Owner to stop the Work shall not give rise to a duty on the part right for the benefit of the Contractor or any other person or entity, except to the extent

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and cried after receipt of written notice from the Owner to commence and continue ex with diligence and promptness, the Owner may after such forty-eight hour without proji emedies the Owner may have, correct such deficiencies. In such case an Order small be issued deducting from payments then or thereafter due the Contractor the recting such deficiencies, including Owner's expenses and compensation for the Architect's sonali icional necessary by such default, neglect or failure. If payments then or thereafter due the ent to cover such amounts, the Contractor shall pay the difference to the Owner.

CONTRACTOR

actor is the person or entity identified as such in the Agreement and is referred to throughout the nts as if singular in number. The term "Contractor" means the Contractor or the Contractor's ntative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, s or approvals required or performed by persons other than the Contractor.

EW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

- 2.1. Since the Contract Documents are complementary, before starting each portion of the Work, the Contractor rofully study and compare the various Drawings and other Contract Documents relative to that portion of the as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of elated to that portion of the Work and shall observe any conditions at the site affecting it. existing conditions he purpose of facilitating construction by the Contractor and are not for the purpose of ns, or inconsistencies in the Contract Documents; however, any errors, inconsistencies or overing/ Contractor shall be reported promptly to the Architect as a request for information in -ROOIR: nay require.
- pissions noted by the Contractor during this review shall be reported promptly to the hat the Contractor's review is made in the Contractor's capacity as a contractor and ional unless otherwise specifically provided in the Contract Documents. The ertain that the Contractor Documents are in accordance with applicable laws. odes, and rules and regulations, but any nonconformity discovered by or made known rted promptly to the Architect.
- that additional cost or time is involved because of clarifications or instructions se to the Contractor's notices or requests for information pursuant to Sections 3.2.1 bake Claims as provided in Sections 4.3.6 and 4.3.7. If the Contractor fails to tions 3.2.1 and 3.2.2, the Contractor shall pay such costs and damages to the Owner as Contractor had performed such obligations.] The Contractor shall not be liable to ges resulting from errors, inconsistencies or omissions in the Contract Documents measurements or conditions and the Contract Documents unless the Contractor dency, omission or difference and knowingly failed to report it to the Architect.

EISTRUCTION PROCEDURES

hd direct the Work, using the Contractor's best skill and attention. The and have control over construction areans, methods, fechniques, sequences. Fall portions of the Work under the Contract, unless the Contract Documents. ons concerning these matters. If the Contract Documents give specific instructions ds, techniques, sequences or procedures, the Contractor shall evaluate the at below, shall be fully and solely responsible for the jobsite safety of such les or procedures. If the Contractor determines that such means, methods, or procedures may not be safe, the Contractor shall give timely written notice to the Owner proceed with that portion of the Work without further written instructions from the instructed to proceed with the required means, methods, techniques, sequences or Phanges proposed by the Contractor, the Owner shall be solely responsible for any fures without mage. The Contractor shall review any specified construction or installation procedure, including y any product manufacturer or supplier. The Contractor shall advise the Architect: a) if the viates from good construction practice; (b) if following the procedure will affect any objections which the Contractor may have to the procedures.

> actor shall be responsible to the Owner for acts and omissions of the Contractor's employees, d their agents and employees, and other persons or entities performing portions of the Work for or ontractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.4 Staff/Personnel

3.4.1 Contractor shall furnish a competent and adequate staff as necessary for the proper administration, on, supervision and superintendence of the Work; organize the procurement of all materials and so that they will be available at the time they are needed for the Work; and keep an adequate force of rkers on the job to complete the Work in accordance with all requirements of the Contract Documents.

2 Contractor's project manager shall have full responsibility for the execution of the Work, with full writy on behalf of Contractor to act in all matters as necessary for the proper coordination, direction and mical administration of the Work and shall attend meetings at such place or places as shall be decided by the itect in er to render reports on the progress of the Work.

members of Contractor's staff listed on SCHEDULE II hereto (the "Contractor langed, nor shall their duties, level of effort, or responsibilities with respect to the Project without the written consent of Owner unless such person leaves the employ of Contractor, must first be approved in writing by Owner. Without limitation of the foregoing, or will change any of the members of its staff at the request of Owner if, in Owner's n's performance does not equal or exceed the level of competence which may be g such duties on behalf of a fully competent, first-class contractor, or if the acts or etrimental to the progress of the Work.

de qualified personnel acceptable to Owner who shall, among other things, be architectural, structural, mechanical and electrical shop drawings and details for Work related to the Contractor's Work; checking for any conflict or interference of c with another.

and in the Contract Documents, the Contractor shall provide and pay for labor, distruction equipment and machinery, water, heat, utilities, transportation, and other ry for proper execution and completion of the Work, whether temporary or permanent crated or to be incorporated in the Work.

nake substitutions only with the consent of the Owner, after evaluation by the Architect

strict discipline and good order among the Contractor's employees and other. Contract. The Contractor shall not permit employment of unfit persons or persons not

executed, the Owner and the Architect will consider a formal request for the tunon of products in place of those specified only under the conditions set forth in the Specifications.

\$ 34.4 Harri of the

all be performed during the working hours described in Section 1.8(A) of Document No. 01100 p I of the Specifications ("Regular Working Hours"), except that, in the event of emergency, implete the Work within the individual time duration stated in the construction schedule, on night shifts, overtime, Sundays and holidays. Contractor shall neither be entitled to nor paid additional compensation for Work performed outside Regular Working Hours unless the necessity of Work for which additional compensation is sought is not the result of the negligence of fault of abcontractor at any tier or anyone directly or indirectly employed by any of them. Such t shall include, but is not limited to the following: (a) failure to properly manage, sequence, direct, ister, or schedule the Work; (b) improper timing of activities; (c) defective construction; (d) failure nt labor forces for performance of Work; (e) failure to timely procure or provide materials or

equipment required for performance of the Work; and (f) failure to perform the Work in an efficient and expeditions папаст,

§ 3.5 WARRANTY

3.5.1 The Contractor warrants to the Owner and Architect that: (a) the materials and equipment furnished under ct will be of good quality and new unless otherwise required or permitted by the Contract Documents, and e from defects not inherent in the materials required or permitted by the Contract Documents; and (b) the be free from defects in workmanship and will conform to the requirements of the Contract Documents. Work (including materials and equipment) not conforming to these requirements, including substitutions not approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for re or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient intenance, improperation, or normal wear and tear and normal usage. If required by the Architect or the Il furnish satisfactory evidence as to the kind and quality of materials and equipment. ner, the Contracto size remedy of the Owner and the Owner shall have all other equitable and legal rights crantics : or under the Contract Documents.

ompletion of the Work, Contractor shall submit to the Owner and the Architect a written forth the foregoing warranty in form acceptable to Owner.

the warranties provided for in Section 3.5.1 and elsewhere in this Contract shall be mosted parties without obtaining Contractor's consent to such assignments; provided, that no assignment shall be necessary to cause any warranty or guarantee to intue to ble directly by Owner and Owner's successors and assigns.

periods set forth in this Section 3.5 or Section 12.2 shall not be advanced or t Contractor uses portions of the Work, including, but not limited to, the electrical, stilating systems, prior to when such warranty period would otherwise commence. nament systems for which the Contractor has elected to use on a temporary basis, assenger and freight elevators, will not begin until Contractor has completed restored these systems to like new condition (including making a change of all d turned the systems over in Owner for permanent use or operation by Owner, or the n, whichever is later.

efect arises which is covered by a warranty provided under the Contract Documents; the warranty runs, the warranty shall be deemed to run to all affected parties.

es, consumer, use and similar taxes for the Work provided by the Contractor en bids are received or negotiations concluded, whether or not yet effective or merely effect.

exect in a State of Illinois Enterprise Zone, the Owner is exempt from sales tax nets and materials permanently incorporated in the Project. Accordingly, in purchasing products and the Project, Contractor shall take such actions as are necessary to ensure that the sales tax on such products and materials and, correspondingly, that no such sales heh actions shall include, without limitation, the following: (a) obtaining a sales art of the Col ificate number from the Owner, (b) placing the exemption certificate number on invoices for rated in the Project; (c) furnishing a copy of all such invoices to Owner; (d) upon final and as a condition of final payment of the Contract Sum, providing to Owner the ment that all purchases made under the exemption certificate were entitled to be exempt; and (e) paying any legally assessed penalties for any improper use of the exemption certificate number.

ES AND NOTICES

all procure the building permit, the cost of which shall be included in the Contract Sum. Unless d in the Contract Documents, the Contractor shall secure and pay for the other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required when bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work. The Owner delegates to the Contractor and responsibilities the Owner may have pursuant to any statute, ordinance or regulation requiring on of adjacent or nearby property owners of proposed excavations. The Contractor shall, as part of the troop, give such notices as required, provide all lateral and subjacent support necessary to prevent any damage to reliable to pay for any damage incurred by reason of the dions by such property owners. If entry on or encroachment upon adjoining property or public right of way is necessary to perform the Work, the Contractor shall obtain any necessary permissions, permits or licenses and pay toosts and fees there is.

7.3 If the intraces serves that portions of the Comments are not in accordance with applicable s, status dina so building codes, and rules and regulations ("Legal Requirements"), the Contractor shall implify the the secomplished by appropriate differs

7.4 Cor. The case work knowing it to be contrary to Legal Requirements without such notice to the cor. The core attributable of the core attributa

The contract Som it is the Contract Sum all allowances stated in the Contract Documents. Items and by such persons or entities as the Owner may direct, the state of the Contractor has reasonable of the Contractor has reasonable

office are promised in the Contract Documents:

cover the cost to the Contractor of materials and equipment delivered at the site and recovery see, less applicable trade discounts;

Grant species for unloading and handling at the site, labor, installation costs, overhead, profit and succeeding the state of the site of the shall be included in the allowances; are more than or less than allowances, the Contract Sum shall be adjusted accordingly order. The shall of the Change Order shall reflect (1) the difference between section of the Change Order shall reflect (1) the difference between section as a sum of the shall reflect (1) the difference between section of the shall reflect (1) the difference between section as a sum of the shall reflect (1) the difference between section of the shall reflect (1) the difference between section as a sum of the shall reflect (1) the difference between section of the shall reflect (1) the difference between section of the shall reflect (1) the difference between section of the shall reflect (1) the difference between section of the shall reflect (1) the difference between section of the shall reflect (1) the difference between section of the shall reflect (1) the difference between section of the shall reflect (1) the difference between section of the shall reflect (1) the difference between section of the shall reflect (1) the difference between section of the shall reflect (1) the difference between section of the shall reflect (1) the shal

Many sequipment nuder an allowance shall be selected by the Owner in sufficient time to avoid delay

S STEERN HER VIDEO

The Contractor shall employ a full time, experienced and qualified superintendent, acceptable to Owner, and communications given to the superintendent shall be as binding as if year to the Contractor of a same communications shall be confirmed in writing. Other communications shall be limited from writing to owner of the Superintendent shall not be changed except with the lasent of the Superintendent's employment, Contractor shall provide a substitute superintendent. The Contractor as an of the Superintendent's employment, Contractor shall provide a substitute superintendent. The Contractor as an of the Superintendent to employ on the Work a superintendent against whom the Owner or Architect has made reasonable objection.

actor shall employ during the progress of the Work a qualified mechanical/electrical coordinator consible for coordinating general, mechanical, and electrical portions of the Work, reviewing all to their submission to the Architect for approval, checking for compliance with Plans and add identifying conflicts and interferences between the Work of one section or trade with another.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, at the time indicated in the Specifications, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits

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current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall be expeditious and practicable execution of the Work.

is coordinated with the Contractor's construction schedule and allows the Architect reasonable time to review

should be contractor shall submit the schedule of submittals at the time indicated in the Specifications.

3.2.10.3 The Contracted shall perform the Work in accordance with the most recent schedules submitted to the contract and Abchitect, and Owner's or Architect's receipt of review of any schedule required by this Section 3.10.

3.2 I not religible the Contract Time.

1 DOCKS WETS BELLEVILLES AT THE SITE

1.1 7 to the state of all maintain at the site for the Owner one record copy of the Prawings, Specifications, and the state of the Control of

SHOP OF LINES BY DUCT DATA AND SAMPLES

State of the Work by the contractor, manufacturer, supplier or distributor to illustrate some portion of

Produced Strations, standard schedules, performance charts, instructions, brochures, diagrams to be formation of the Work.

the property of the examples which illustrate materials, equipment or workmanship and establishing which the pulged.

hop Description Check Data, Samples and similar submittals are not Contract Documents. The purpose of the late for these portions of the Work for which submittals are required by the Contract for proposes to conform to the information given and the design concept realists the Contract Documents. Architect is subject to the limitations of Section 4.2.7.

The purpose was the Architect is not expected to take responsive action may be so identified in a subject to the limitations of Section 4.2.7.

Semittals which are not required by the Contract Documents may be returned by the

The contract Pocuments, and submit to the Architect Shop beings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable bess and in a first three as to cause no delay in the Work or in the activities of the Owner or of separate contractors, about the past marked as reviewed for compliance with the Contract Documents by the Contractor may be recommended to the Architect without action. For record keeping purposes, on all submittals the Contract of the date the Contractor received or created each submittal and the date it was transmitted to be Architect shall not be required to take any action on any submittal not showing such dates. Any assembles the contractor to the Architect constitutes a representation that the Contractor has sheeter or not such dating procedures are followed.

A 12.6 Procedualiting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that determined and verified that the materials comply with the Contract Documents, field i field construction criteria related thereto, or will do so, and has checked and coordinated the ined within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific is a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued. uthorizing the deviation. The Contractor shall not be responsible for errors or omissions in Shop Drawings, Product amples or similar submittals by the Architect's approval thereof, except to the extent imposed by sections and 3.12.6. Delays caused by Contractor's failure to fulfill its obligations under this paragraph shall not end the Completion ate.

utracios small direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, as one ls, to revisions other than those requested by the Architect on previous submittals. In the terice the Architect's approval of a resultmission shall not apply to such revisions.

not be required to provide professional services which constitute the practice of ss such services are specifically required by the Contract Documents for a portion of or needs to provide such services in order to carry out the Contractor's means, methods, techniques, sequences and procedures. The Contractor shall not be services in violation of applicable law. If professional design services or ssional related to systems, materials or equipment are specifically required of the ments, the Owner and the Architect will specify all performance and design criteria be Contractor shall cause such services or certifications to be provided by a onal, whose signature and seal shall appear on all drawings, calculations, op Drawings and other submittals prepared by such professional. Shop Drawings the Work designed or certified by such professional, if prepared by others, shall bear val when submitted to the Architect. The Owner and the Architect shall be entitled cy and completeness of the services, certifications or approvals performed by such he Owner and Architect have specified to the Contractor all performance and design t satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take submittals only for the limited purpose of checking for conformance with information expressed in the Contract Documents. The Contractor shall not be responsible for the or design and cria required by the Contract Documents.

ether stated or implied, shall give the Contractor responsibility for any be designs of the Architect.

Frations at the site to areas permitted by law, ordinances, permits and the casonably encumber the site with materials or equipment.

\$ 3.14.1 The contra sponsible for cutting, fitting or patching required to complete the Work or to ts parts fit tog

or shall not damage or endanger a portion of the Work or fully or partially completed er or separate contractors by cutting, patching or otherwise altering such construction, or by tor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably Gentractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's or otherwise altering the Work.

paractor shall keep the premises and surrounding area free from accomplation of waste materials or rubbish caused by operations under the Contract. During the progress of the Work, the Contractor shall, at the end of each working day, remove from the Project waste materials and rubbish. The Contractor shall insure that no burning of trash or debris occurs on the site and that no dust or trash from Work in progress creates a public nuisance. The Contractor shall comply with all manicipal and other government regulations concerning environmental pollution.

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3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost all be charged to the Contractor.

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3 16 1 The Contractor shall provide the Owner and Architect access to the Work in preparation and progress er located. Contractor shall obtain, review for conformance with Project requirements, and submit full and ate information in writing directly to Architect on any questions concerning quality, performance, delivery agus and such other date as may be requested by Architect.

S AND COPYRIGHTS

Ill pay all royalties and license fees. The Contractor shall defend suits or claims for 17.1 T and patent rights and shall hold the Owner, Architect and the other Indemnitees hamiless f but shall not be responsible for such defense or loss when a particular design, process facturer or manufacturers is required by the Contract Documents or where the ed in Drawings, Specifications or other documents prepared by the Owner or actor has reason to believe that the required design, process or product is an patent, the Contractor shall be responsible for such loss unless such information is

mitted by law, the Contractor shall indemnify, hold harmless (and, if requested by ment of counsel reasonably acceptable to the requesting Indenmittee) (Contractor's d acceptable) the Indemnitoes from and against claims, damages, losses, fines, ling but not limited to attorneys' fees, arising out of or resulting from performance of im, damage, loss, fine, penalty or expense is attributable to bodily injusy, sickness, r destruction of tangible property (other than the Work itself), but only to the extent emissions of the Contractor, a Subcontractor, anyone directly or indirectly employed acts they may be liable, regardless of whether or not such claim, damage, loss or a party indemnified hereunder. Such obligation shall not be construed to negate, or obligations of indemnity which would otherwise exist as to a party or person

ntity indemnified under this Section 3.18 by an employee of the are sirectly or indirectly comployed by them or anyone for whose acts they may be ligation under Section 3.18.1 shall not be limited by a limitation on amount or type of hamble by or for the Contractor or a Subcontractor under workers* tion or back ets, dicabil or other employee benefit acts.

TRADE REGULATIONS

of any section of the Drawings or Specifications conflict with any agreement or in force among members of any trade associations, unions or councils which igh what work shall or shall not be included in the work of any particular trade; Contractor shall ingements to reconcile any such conflict.

progress of the Work may be affected by any delay in furnishing or installing any items of material or equipment required under the Contract Documents because of a conflict involving any agreement or type described in Section 3.20.1, Contractor shall notify Architect and Owner of the conflict and

> hay require that other materials or equipment of equal kind and quality be provided to overcome the ithout adjustment of the Contract Sum, except as otherwise provided in the Contract Documents.

§ 3.21 NO ASSIGNMENT

§ 3.21.1 The Contractor shall not assign to any party the whole or any part of the Agreement, or any monies due or to become due hereunder, without written consent of the Owner. In case the Contractor, with Owner's consent,

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assigns all or any part of this contract or any monies due or to become due hereunder, the instrument of assignment thall contain a clause substantially to the effect that the right of the assignee in and to any monies due or to become Contractor shall be subject to the prior claims of all persons, firms and corporations for services rendered supplied for the performance of the Work called for in the Agreement.

ETICLE 4 ADMINISTRATION OF THE CONTRACT

I The Architect is the person lawfully licensed to practice architecture or an entity lawfully practicing pitecture identified to such in the Agreement and is referred to throughout the Commet Documents as if singular term 1 hitect" means the Architect or the Architect's authorized representative. Duties, ons of authority of the Architect as act forth in the Contract Documents shall not be ricted, : ided without written consent of the Owner and Architect.

of the Architect is terminated, the Owner shall employ a new Architect whose status shall be that of the former Architect.

ATION OF THE CONTRACT

de administration of the Contract in accordance with its agreement with Owner and currents (1) during construction, (2) until final payment is due unless a different ms of the Owner's agreement with the Architect, and (3) with the Owner's uring the one-year period for correction of Work described in Section 12.2. The ct on behalf of the Owner only to the extent provided in the Contract Documents, ing in accordance with other provisions of the Contract. Contractor shall not be the e event of any questions or ambiguities in the drawings, the Architect shall be written interpretations to the Contractor and the Owner's Representative.

intuitive of the Owner, will visit the site at intervals appropriate to the stage of the come generally familiar with and to keep the Owner informed about the progress he Work completed, (2) to endeavor to guard the Owner against defects and id (3) to determine in general if the Work is being performed in a manner indicating that ed, will be in accordance with the Contract Documents. However, the Architect will continuous on-site inspections to check the quality or quantity of the Work er or charge of, nor be responsible for, the construction means, methods, or the safety precautions and programs in connection with the Work, since and responsibilities under the Contract Documents, except as provided in

hitect will the work in accordance with the and will not be psible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other agortions of the Work.

a spirity Contract Administration. The Owner and Contractor shall not necessarily each other through the Architect about matters arising out of or relating to the Contract, but shall gemed of their communications. Communications by and with the Architect's consultants shall Communications by and with Subcontractors and material suppliers shall be through the through kions by and with separate contractors shall be through the Owner. The foregoing provisions notwithstanding, the Owner and Contractor will communicate only through the Architect on issues of conformance with the Contract Documents.

he Architect's evaluations of the Contractor's Applications for Payment, the Architect will review at seconds due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect will have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or

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not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing

Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shon Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with alion given and the design concept expressed in the Contract Documents. The Architect's action will be taken ten (10) business days of receipt of such submittals, so as to cause no delay in the Work or in the activities of the Owner, Contractor's separate contractors, while allowing sufficient time in the Architect's professional generat to flyunit administrate review. Review of such submittals is not conducted for the purpose of determining the tracy and simple to the order details such as dimensions and quantities, or for substantiating instructions for allation to a form the purpose of equipment or systems, all of which remain the responsibility of the Contractor as included to the contractor as components. The Architect's review of the Contractor's submittals shall not relieve the tractor of the construction means, methods, techniques, sequences or procedures. The Architect's submittals and to indicate approval of an assembly of which the item is a component.

After the Area with the Change Orders and Construction Change Directives, and may authorize minor the change of the Section 7.4.

The mode of completions to determine the date or dates of Substantial Completion and the date of Substantial Completion and the Contract of the Contractor, and will issue a final Certificate of Substantial Completion and the Contract Documents.

the Over the cet agree, the Architect will provide one or more project representatives to assist in the contract possibilities at the site. The duties, responsibilities and limitations of authority of the contract Documents.

And make initial interpretations relating to performance under and requirements of, the community of the formation of the community of the first the Owner or Contractor. The Architect's response to such requests in any time limits agreed upon or otherwise with reasonable promptness. but the interest of prefer to within agreed time limits is not an Excusable Event of Delay.

f the factacet will be consistent with the intent of and reasonably inferable from the fact of the fac

graph deleted)

§ 4.3 CLAIMS ENERGINES

Definition: A Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract terms. "Claims" also includes other disputes and matters in question between the Owner and the interest of the relating to the Contract. Claims must be initiated by written notice. The responsibility to substantiate the rest with the party making the Claim.

4.1.2 Time limits on Claims. Claims by either party must be initiated within 21 days after occurrence of the event Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, and whether or not any impact on cost or time has then been determined. Claims must be initiated to the Architect and the other party.

§ 4.3.3 Continuing Contract Performance. Pending final resolution of a Claim except as otherwise agreed in writing or as provided in Section 9.7.1 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments of undisputed amounts in accordance with the Contract Documents.

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§ 4.3.5 Claims for Additional Cost. If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as previded herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.6.

§4.3.6 There shall be no changes in the Contract Sum without a Change Order.

\$4.3.6.1 Within twenty-one (21) days after the occurrence of an event that the Contractor believes involves additional costs (other than costs associated with an Excusable Event of Delay which are to be addressed as set forth in Section 4.3.7), the Contractor shall submit a written notice (the "Additional Cost Notice") to the Owner and the Architect properly labeled as an Additional Cost Notice, which shall contain sufficient information to inform the Owner and the Architect of the occurrence of an event involving additional costs. Such timely submission shall be a prerequisite to any changes in the Contract Sum. The Additional Cost Notice is a notice in addition to the notice réquired under Section 4.3.4.

\$4.3.6.2 Within thirty (30) days after the occurrence of an event that the Contractor believes involves additional costs; the Contractor shall submit an "Additional Cost Claim." The Additional Cost Claim shall set forth a detailed explanation for the additional costs. The Additional Cost Claim shall also indicate the modification requested by the Contractor, if any, to the Contract Sum.

\$4.3.6.3 Any claim for an adjustment of the Contract Sum must be made through both a timely Additional Cost Notice and a timely Additional Cost Claim. If the Contractor fails to provide a proper Additional Cost Claim within the thirty (30) day pecied set forth above, Contractor's entitlement to an adjustment in the Contract Sum, if any, shall be waived:

\$4.3.7 There shall be no changes in either the construction schedule or Milestone Dates without a Change Order. The time of completion shall not be extended by Change Order or otherwise as a result of the delay or failure of Architect of Owner's Representative to respond to a request or inquiry of Contractor unless Owner has been given two (2) business days' notice that such response is overdue.

.54.3.7.1 Within seven (7) days after the occurrence of an Excusable Event of Delay, the Contractor shall submit a written notice (the "Delay Notice") to the Owner and the Architect properly labeled as a Delay Notice, which shall contain sufficient information to inform the Owner and the Architect of the occurrence of an Excusable Event of Délay. Such fimely submission shall be a prerequisite to any changes in the construction schedule or Milestone Dates: The Delay Notice is in addition to the notice required under Section 4.3.4.

§4.3.7.2 Within fourteen (14) days after the occurrence of an Excusable Event of Delay, the Contractor shall submit a "Delay Claim." The Delay Claim shall set forth a detailed explanation for the delay, shall set forth the Contractor's programs for restoring the Work to the construction schedule and for mitigating any adverse effects of

§4.3.7.3 Any claim for an adjustment of the construction schedule or Contract Time must be made through both a timely Delay Notice and a timely Delay Claim. If the Contractor fails to provide a Delay Notice within the seven (7) day period set forth above, but provides the Delay Notice before the expiration of the fourteen (14) day period within which to file a Delay Claim, the Contractor's entiflement to an extension of time, if any, shall be reduced by the number of days that the Delay Notice was tardy. If the Contractor fails to provide a proper Delay Claim within the fourteen (14) day period set forth above. Contractor's entitlement to an extension of time or additional compensation, if any, shall be barred.

\$4.3.7.4 If the Contractor complies with the requirements of Section 4.3.7, and the events of delay shall be an Excusable Event of Delay, the construction schedule, Milestone Dates and/or Contract Time, as applicable, shall be modified by Change Order by the number of days which such events actually caused such dates or Schedule to be extended after taking into consideration schedule float and the timeliness of the Delay Notice. No Change Order shall extend the Dates of Stibstantial Completion or increase the Contract Sum if the impacted tasks are not then on the Critical Path. However, Contractor shall not receive any extension of time pursuant to this Article unless the amount of any approved extension of time first absorbs all float as identified in the current construction schedule.

§ 4.3.8 Injury or Damage to Person or Property. If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

(Paragraphs deleted)

\$4.3.9 Unit Prices shown on Exhibit C. If the quantities of such items or workthat were originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or the Contractor, the applicable unit prices shall be equitably adjusted.

(Paragraphs deleted)

§ 4.4 RESOLUTION OF CLAIMS AND DISPUTES -----

§ 4.4.1 Claims, including those alleging an error or omission by the Architect but excluding those arising under Section 10.3, shall be referred initially to the Architect for review. An initial interpretation by the Architect shall be required as a condition precedent to fitigation of all Claims between the Contractor and Owner arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Architect with no interpretation having been replaced by the Architect. The Architect will not decide disputes between the Contractor and persons or carrides other than the Owner. In the event of a dispute or disagreement between the Contractor and the Owner's Representative, or the Contractor and the Architect, the Contractor shall advise the Owner's Executive Director and ask him or her to mediate such dispute.

§ 4.4.2 The Architect will review Claims and within ten days of the receipt of the Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) indicate disagreement the Claim in whole or in part, (3) indicate agreement with the Claim, (4) suggest a compromise, or (5) advise the parties that the Architect is unable to resolve the Claim if the Architect lacks sufficient information to evaluate the ments of the Claim or if the Architect advises that it would be inappropriate for the Architect to review the Claim. If the Architect shall fail to take action on a Claim for thirty (30) days, the Claim shall not be acted upon thereafter by Architect.

§ 4.4.3 In evaluating Claims, the Architect may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Architect in rendering a decision.

- § 4.4.4 The Owner may, but is not obligated to, notify the swety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.
- § 4.4.5 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the Claim by the Architect, or by mediation.

§ 4.5 MEDIATION

- § 4.S.1 Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived as provided for in Sections 4.3.10, 9.10.4 and 9.10.5 shall, after initial decision by the Architect of 30 days after submission of the Claim to the Architect, be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party.
- § 4.5.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to the Contract and with the American Arbitration Association. The request may be made concurrently with the filing of a suit but, in such event, mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.
- § 4.5.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 4.6 ARBITRATION,

§ 4.6.1 There shall be no arbitration of any Claim or dispute.

(Paragraphs deleted)

ARTICLE 5 SUBCONTRACTORS

- § 5.1 DEFINITIONS**
- § 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in intimber shift liberes a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.
- \$ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Subsubcontractor.
- § 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK
- § 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, within thurty (30) days after being awarded the contract, shall furnish in writing to the Owner and the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect or the Owner will promptly reply to the Contractor in writing stating whether or not the Owner or the Architect, after due investigation, has objection to any such proposed person or emity. Pailure of the Owner or Architect to reply promptly shall constitute notice of no objection.
- § 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

- § 5.2.3 If the Owner or Architect has objection to a person or emity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no objection.
- § 5.2.4 The Contractor shall not change a Subcontractor, person or entity previously selected if the Owner or Architect makes objection to such substitute. Pursuant to the Third Party Agreements, the City of Chicago has the right to review all contracts, which includes contracts with Subcontractors. Contractor shall abide by all decisions with the City in exercising its rights under the Third Party Agreements to disapprove of any contracts or Subcontractors. Owner shall increase the Contract Sum and the Contract Time if any unanticipated City decisions impact either the Contract Sum or Contract Time.
- § 5.2.5 Contractor shall be responsible to Owner for all acts and omissions of the Subcontractors, all subsubcontractors, and all contractors and material suppliers at any tier, including the agents and employees of each of the foregoing.
- § 5.2.6 Contractor shall cause any Subcontractors not normally employing union labor to make all provisions necessary (including, but not limited to, the employment of union labor) to avoid any resulting disputes with labor unions which could affect the progress of the Work and to be responsible for any delays, damages or extra costs caused by employment of such non-union labor. Such costs shall not increase the Contract Sum.
- § 5.2.7 All labor utilized by Contractor and Subcontractors shall, if performed by non-union members, be paid in accordance with State of Illinois prevailing wage laws.

§ 5.3 SUBCONTRACTUAL RELATIONS

- § 5.3.1 By appropriate agreement, in writing, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect, Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. The Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Subsubcontractors. All subcontracts shall contain the following sentence: "The Owner is an intended third party beneficiary of this subcontract."
- § 5.3.2 All Subcontracts shall be in writing in form and substance substantially similar to the Contractor's Owner approved standard form subcontract, and shall specifically provide that the Owner is an intended third-party beneficiary of such Subcontract. Notwitistanding the foregoing, pursuant to that certain Empowerment Zone Agreement between the City and the Owner pertaining to the Project, all Subcontracts shall be subject to the review and approval of the City and the Illinois Department of Human Services.
- § 5.3.3 The Contractor shall include in its contractual arrangements with its Subcontractors provisions whereby the Subcontractor's warranties are for the benefit of the entities set forth in Section 3.5 and are directly enforceable by such entities. Such Subcontractor warranties shall be of the same duration as the warranty the Contractor is providing under Section 3.5 and shall commence to run as set forth in Section 9.8.5. The Contractor shall require each Subcontractor to execute and deliver a warranty of the Work to be performed by such Subcontractor, in the form described and shall otherwise be in form and substance satisfactory to the entity to whom the warranty is designated to run. The Contractor shall obtain such warranties from each Subcontractor and deliver two executed originals of each as set forth in Section 3.5. Subcontractor's warranties shall be enforceable directly by the

designated entity, its successors or assigns, as the case may be against each such Subcontractor and shall be in addition to any warranty provided by the Contractor herein. The warranties shall be executed by the respective Subcontractors not later than the date of payment to be made with Substantial Completion of the applicable Subcontract. The Contractor shall also obtain warranties with respect to all equipment and materials and personal property supplied with respect to the Work from the respective suppliers, at least as favorable as those generally supplied with respect to such equipment, materials and personal property by the suppliers thereof, which warranties shall be enforceable directly by the entity designated in Section 3.5 against such suppliers and shall be in addition to any warranty provided by the Contractor herein or by any Subcontractor. The Contractor shall bind copies of warranties together in a single volume, grouped by trade and properly indexed. The Owner shall have no obligation to make any payment with respect to the portion of the Work provided by any Subcontractor that has not delivered the warranties required of each Subcontractor.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner provided

assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements which the Owner accepts by notifying the Subcontractor and Contractor in writing; and

assignment is subject to the prior rights of the surery, if any, obligated under bond relating to the Contract.

Upon such assignment, Owner shall indemnify Contractor against any and all claims of subcontractors whose subcontracts have been assigned by Owner to the extent such claims are for the non-payment of amounts due as a result of work performed after the date of such assignment.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS § 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Section 4.3.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Gontractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate v contractors and the Owner until subsequently revised. The Completion Date shall not be extended as a result of the failure of Contractor to coordinate the Work with the activities of the Owner's own forces and of separate contractors unless the delay was caused solely by the Owner's own forces or contractors hired by Owner.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights which apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12. Contractor shall provide reasonable storage space onsite for any contractors hired by Owner.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

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- § 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.
- § 6,2.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work or defective construction of a separate contractor. If Contractor claims that delay or additional costs are involved because of a separate contractor's work, Contractor must make such Claim as provided in Article 4.3 of these General Conditions in sufficient time to allow Owner to cease separate contractor's. work and avoid the claim.
- § 6.2.4 The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.
- § 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

\$ 6.3.1 If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and pubbish... the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK § 7.1 GENERAL

- § 7.1.4 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Comment, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.
- \$7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect, a Construction Change Directive requires agreement by the Owner (and the Owner's Representative) and Architect and may or may not be agreed to by the Contractor, an order for a minor change in the Work may be issued by the Architect alone.
- § 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 CHANGE ORDERS

- § 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner (which term, for these purposes, does not include the Owner's Representative), Contractor and Architect, stating their agreement upon all of the following:
 - 1 change in the Work:
 - 2 the amount of the adjustment, if any, in the Contract Sum; and
 - the extent of the adjustment, if any, in the Contract Time.

Costs for hiswrance at a rate of 4%, bond at a rate of \$9.25/\$1,000 and Subguard at a rate of \$11.00/\$1,000 will be considered costs of change.

- § 7.2.2 Methods used in determining adjustments to the Contract Sum may include those listed in Section 7.3.3.
- § 7.2.3 Requests for Change Order submitted by the Contractor shall be on a form provided by Owner and shall specify the amount of additional labor or materials required and the price for such labor and materials.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner, the Owner's Representative and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner or Owner's Representative may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, and, if appropriate, the Contract Sum and Contract Time being adjusted accordingly. Costs for insurance at a rate of 4%, bond at a rate of \$9.25/\$1,000 and Subguard at a rate of \$11.00/\$1,000 will be considered costs of change.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Time or the Contract Sum, it must be signed by the Owner and not the Owner's Representative. If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

§ 7.3.3.1 By estimating and acceptance of a lump sum. The Contractor shall submit change proposals which include a complete itemization of quantities of materials, unit cost of materials when applicable, unit labor cost for each item of Work or total labor hours and applicable hourly rates for each classification of labor, actual cost of social security, welfare funds, bonds, taxes, insurance and project office expenses, allowance for overliead and profit, and the number of calcular days (if any) required to complete the extra Work in addition to the Contract Time or the reduction in calendar days (if any) in the Contract Time for omitted Work. Daily operational costs of temporary facilities may be included only when an extension of time is agreed upon.

§ 7.3.3.2 By that prices stated in the Agreement or subsequently agreed upon. The Contractor shall submit an estimate itemizing the attailer of unit quantities of each part of the Work which is changed, multiplying such unit quantities by the applicable unit prices. Any change in Contract Time shall be as described in Section 7.3.3.1 above.

\$ 7.6.3.3 By cost and percentage or by cost and fixed fee. The Contractor shall keep correct records of materials, labor, equipment, transportation, and other items used or expended to effect the required change. Such records shall be kept on forms acceptable to the Architect and submitted to the Architect for review each day that such Work is performed. Only acceptable documents will be considered in establishing the cost of the change. Any change in Contract Time shall be as described in Sub-subparagraph 7.3-3.1. above-

§ 7.3.3.4 as provided in Section 7.3.6. (Purposefully Omitted)

\$ 7,3.4 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.5 A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

\$7.3.6 If the Contractor does not respond promptly, or disagrees with the method for adjustment in the Contract Stim, the method and the adjustment shall be determined by the Architect on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Such, a reasonable allowance for overhead and profit, as set forth in Section 7.3.10. In such case, and also under Section 7.3.3., the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.6 shall be limited to the following:

costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

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- 2 costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed:
- .3 rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others:
- .4 costs of premiums for all bonds at a rate of \$9.25/\$1,000 and insurance at a rate of 4% and Subguard at a rate of \$11.00/\$1,000, permit fees, and sales, use or similar taxes related to the Work; and
- .5 additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.7 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

\$7.3.8 Pending final determination of the total cost of a Construction Change Directive to the Owner, amounts not in dispute for such changes in the Work shall be included in Applications for Rayment accompanied by a Change Order indicating the parties' agreement with part or all of such costs. For any portion of such cost that remains in dispute, the Architect will make an interim determination for purposes of monthly certification for payment for those costs. That determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a claim in accordance with Article 4.

\$73.9 When the Owner and Contractor agree with the determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.

\$7,3.40 In Section 7.3.6, the allowance for the combined overhead and profit included in the total cost to the Owner shall be based on the following schedule:

- A For the Contractor, for Work performed by the Contractor's own forces percent of the cost,
- 3 For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor's or Sub-subcontractor's own forces, (10%) ten........... percent of the cost.
 - For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, (10%) Fig. percent of the amount due the Sub-subcontractor.
- .6 Cost to which overhead and profit is to be applied shall be determined in accordance with Section 7.3.6.
 - In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts.

Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over \$ _______ be approved without such itemization.

\$7.3.12 Measurements for Work on a unit price basis shall be made in accordance with United States Standard Measures. When specified by weight, measurement shall be computed from weight slips. Measurement for area and linear quantities shall be taken on a horizontal plane. Measurement for volume of excavation and embankment shall be computed from cross-sections. by the method of average end areas. Volume of other materials shall be computed by multiplication of the surface area on a horizontal plane times the specified depth or thickness. If materials are specified to be placed in a structure, the actual volume within the neat lines of the structure, as shown on the Drawings, shall be the basis for computing the Work.

5 7.4 MINOR CHANGES IN THE WORK

- \$ 7.4.1 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Suin or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry our such written orders promptly.
- § 7.5 Any costs submitted by the Contractor for a Change in the Work shall be considered as the total cost associated with such Change in the Work including but not limited to: costs due to delay, discuption, hindrance, outof sequence work, re-sequencing of work, administration of the Change in Work, home office overhead and all Subcontractor costs as set forth in the Contract. Any costs not specifically identified by the Contractor at the time of its acceptance of a Change Order shall be deemed waived.

ARTICLE 8 TIME

- 6 8.1 DEFINITIONS
- § 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.
- § 8.1.2 The date of commencement of the Work is the date established in the Agreement.
- \$ 1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.
- § 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined

§ 8.2 PROGRESS AND COMPLETION

- § 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.
- § 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance. Unless the date of commencement is established by the Contract Documents or a notice to proceed given by the Owner, the Contractor shall notify the Owner in writing not less than five days or other agreed period before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.
- § 8.2.3 The Contractor shall proceed expeditionally with adequate forces and shall achieve Substantial Completion within the Contract Time.
- § 8.2.4 Costs associated with performing and constructing the Work on a premium time basis, if necessary to complete the Work within the Contract Time identified in the Contract Documents, shall be included in the Contract

- § 8.3.1 To the extent that any of the following events results in an actual delay in the progress of the Work and occurs because of events not within the Contractor's control, such delay shall, subject to compliance with the provisions of Section 4.3.7, constitute an "Excusable Event of Delay":
- § 8.3.1.1 Acts (including delays in acting or failure to act) of the State, or the City or of any other governmental or regulatory authority that are not the result of any fault, negligence or breach of the Contract Documents by the Contractor or its Subcontractors ("Regulatory Delays");
- § 8.3.1.2 Owner's delay in setting or failing to act in accordance with the Contract Documents provided the Contractor has given Owner two separate written notices, the first of which informs the Owner of precitely what actions it must take and which provides the Owner fourteen (14) days within which to do so and the second of which, not to be delivered until the foncteen (14) day period in the first notice has elapsed, provides the Owner with seven (7) additional days to effectuate a cure.
- § 8.3.1.3 Restraints or injunctions issued by a judicial body requiring that the Work or any portion thereof shall be halted ("Judicial Delays") for reasons not related to a breach of the Contract Documents by the Contractor,
- § 8.3.1.4 Changes in Legal Requirements;
- § 8.3.1.5 Fires, floods, earthquakes, civil disturbances, wars, insurrections, riots or sabotage;
 - § 8.3.1.6 General strikes, involuntary work stoppages, labor disputes, lockouts which could not reasonably have been expected and a commercially reasonable alternative developed. In no event shall a labor dispute arising from the Contractor's own forces be considered as an Excusable Event of Delay;
 - § 8.3.1.7 Weather conditions, but only to the extent the number of days lost due to such conditions exceeds 15 working days per year in the aggregate. Owner reserves the right to dispute the number of days claimed lost by Contractor as a result of a weather related condition; and
- § 8.3.1.8 Work at the site performed by or for the City or by Owner's separate contractors...
- § 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Section 4.3. Commence of the second second
- § 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.
- § 8.3.4 If the Contractor, but for a delay not within its control, would have completed the Work prior to the expiration of the Contract Time, the Contractor shall not be entitled to recovery of damages arising out of any event or delay which prevented such early completion of the Work.

§ 8.4 ACCELERATION OF THE WORK

§ 3.4.1 If, as a result of an event (other an Excusable Event of Delay) the Contractor's rate of progress is such that the total amount of Work and/or the degree of completion of the Work accomplished by the Contractor and its Subcontractors within any time period required by the Contract Documents is less than the amount therein specified to be completed within such time, and it reasonably appears that the Contractor and its Subcontractors will be unable to meet the Milestone Dates or the Substantial Completion Dates, the Contractor shall have the duty to demonstrate to Owner that, based upon its estimate of the remainder of the construction schedule and potential for early completion of portions of the Work, the Contractor will be able to achieve completion of Work in accordance with the Milestone Dates and the Substantial Completion Dates. If the Owner, acting reasonably, does not agree that the Contractor has demonstrated its ability to achieve completion of Work in accordance with the Milestone Dates or the Substantial Completion Dates, the Owner may direct the Contractor to accelerate the Work by issuing a notice to the Contractor. Upon such direction, the Contractor, at the Contractor's sole cost and expense, shall be obligated to: employ such extraordinary measures as necessary to bring the Work into conformity with the construction schedule so that the Milestone Dates and the Substantial Completion Dates can be achieved.

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MAGISTRATE JUDGE KEYS

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ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 SCHEDULE OF VALUES

§ 9.2.1 At least fourteen (14) days before the first Application for Payment, the Contractor shall submit to the Architect a schedule of vaines allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT.

4 9.3.1 The procedures for application and certification of Applications for Payment are as described below and in Division I (General Requirements) of the Specifications. Contractor shall submit all Payment Applications for Payment simultaneously to Owner, Owner's Representative and Architect.

§ 9.3.1.1 Within (7) seven days after the last day of each month, the Contractor shall submit to the Architect and Owner's Representative a Pencil Draft of the proposed itemized Application for Payment for operations completed in the preceding month, in accordance with the Schedule of Values. The Pencil Draft shall be complete in every respect and shall be accompanied by supporting data as indicated in Division 1 - General Requirements and as the Owner or Architect may require. Contractor shall meet with Architect or Owner's Representative, if requested, to explain any matters in Contractor's Pencil Draft.

§ 9.3.1.2 Within (7) seven days after the Architect's receipt of the Pencil Draft, the Architect shall notify the Contractor of the amount that the Architect determines is properly due to the Contractor, and of any adjustments required to be made to the Pencil Draft.

§ 9.3.1.3 Within seven (7) days after the Architect's notification to the Contractor under Section 9.3.1.2, the Contractor shall submit a final monthly Application for Payment. The application shall be notarized and supported by data substantiating the Contractor's right to payment as the Owner or Architect may require, and reflecting retainage as provided for elsewhere in the Contract Documents.

§ 9.3.1.4 As provided in Section 7.3.8, such applications may include requests for payment on account of changes in the Work which have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.5 All Applications for Payment shall be accompanied by a statement by the Contractor of any disputes with Subcontractors, but shall not include requests for payments of amounts the Contractor does not intend to pay to a Subcontractor because of a dispute or otherwise. The Contractor shall promptly repay to the Owner say amounts paid to it by the Owner which has not been paid to a Subcontractor within thirty (30) days of the date received by the Contractor, with interest thereon at the prime rate plus 2%.

§ 9.3.1.6 The Contractor promptly upon receipt of funds from the Owner shall pay each Subcontractor, with whom it has a Subcontract, the amount to which said Subcontractor is entitled. The Contractor shall indemnify, hold harmless (and, if requested by Owner, defend by employment of counsel reasonably acceptable to Owner) the Owner from any loss, cost, expense (including but not limited to reasonable attorneys' fees and expenses) or liability arising from the Contractor's breach of this Section 9.3. The Contractor shall, by any appropriate agreement with each Subcontractor with whom it has a Subcontract, require such Subcontractors to make payments to their respective Subcontractors in a similar manner. Each Subcontractor shall provide Contractor with a final lien waiver, in form satisfactory to Owner upon completion of its work on the Project. Owner shall have no obligation to pay or to see to the payment of any monies due and payable to any Subcontractor. No progress or other payment and no partial or entire use or occupancy of the Project by Owner shall constitute an acceptance of the Work or any part thereof which is not in accordance with the Contract Documents.

§ 9.3.1.7 The Owner shall have no obligation to pay or to confirm the payment of any monies to any Subcontractor except as may otherwise be required by law.

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§ 9.3.2 Except as otherwise provided in the Standard Form Agreement, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner and its lender, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner and its lender to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest,, including, but not limited to (a) submission by the Contractor to the Owner of bills of sale vesting ownership therein in the Owner upon payment, (b) if such materials are stored off-site, the storage location being a bonded site and approved by Owner, and (c) the Contractor causing the Builder's Risk insurance policy required by Article 11to be amended to include such materials.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work. All material necessary to construct this project, upon delivery to the premises, shall not be removed from the premises without written consent of the Owner. . .

§ 9.3.4 LIENS

§ 9.3.4.1 The Contractor shall endeavor to avoid the filing of any mechanic's or materialmen's lien or claim by the Contractor or by any Subcontractor or, laborer on account of any Work performed under this Contract so long as the Owner has made payments to the Contractor as herein provided; provided, however, if the Owner is entitled to retain or withhold payments under the Contract Documents and elects to do so, or otherwise is not under an obligation to make payments to the Contractor bereander, the Contractor nonetheless shall remain responsible for keeping the Project free and clear of any such lien claims as may arise from the Owner's withholding of or failure to pay funds under the Contract Documents. If at any time there shall be evidence that any lien or claim arising out of the Work shall be filed, such lies or claim may remain upon the Project only if the Contractor posts about at the Contractor's sole cost and expense or other security in form, substance and amount reasonably satisfactory to the Title Insurer (which shall be in addition to any payment and performance bond posted by the Contractor, if any) sufficient to induce the Tide Insurer to issue, or re-issue, as the case may be, its policy free and clear of all claims of all liens, obligations or claims, without indemnification or security from Owner.

§ 9.3.4.2 If any lien or claim remains unsatisfied after final payment is made, Contractor shall refund to Owner, or Contractor shall furnish a bond satisfactory to the Owner to indemnify the Owner against, all monies that Owner may be compelled to pay in discharging such a lien or claim, including all costs and expenses and a reasonable attorneys" fee and interest thereon from the date disbursed by Owner to Contractor at Owner's effective cost of funds at such rate not to exceed the maximum rate permitted by law.

§ 9.3.4.3 The Contractor shall defend the Owner, at the Contractor's cost and expense, against any actions, lawsuits or proceedings brought against the Owner as a result of licus filed against the Work, the Project Site, payments due the Contractor or any portion of the property, provided such liens arise out of the Work or any activities of the Contractor in connection with the Project. This duty to defend shall be met by payment of counsel selected by Owner for their separate representations from Constructor and the payment of all lingation related costs and expenses. The Contractor shall indemnify and hold the Owner harmless against any such liens or claims of liens not arising out of the Owner's unjustified failure to pay the Contractor and agrees to pay any judgment or lien resulting from any such actions, lawsuits or proceedings.

39.3.4.4 The foregoing shall not apply to liens arising out of work done by Subcontractors for which payment has not been made to Contractor.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within (7) seven days after receipt of the Contractor's Application for Payment (not including, however, a pencil deaft of the Application for Payment), either issue to the Owner a Certificate for

Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous onsite inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum. If any Application for Payment includes a payment request for on-site or off-site stored materials, the Architect's certification shall constitute only a representation that to its best knowledge and belief such materials are of a nature and type required by the Contract Documents but not a representation that the quantity the Contractor represents exists has been stored or that the quality of the materials will remain unaffected by later shipment or handling.

§ 9:5 DECISIONS TO WITHHOLD GERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is mable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may mullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible; including loss resulting from acts and omissions described in Section 3.3.2, because of:

- .1 defective Work not remedied;
- 2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- A reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- 5 damage to the Owner or another contractor;
- for reasonable evidence that the Work will not be completed within the Contract Time or in accordance with the construction schedule or Milestone Dates and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 failure to carry out the Work in accordance with the Contract Documents; or
- 8 other breach by the Contractor of the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withhold.

§ 9.6 PROGRESS PAYMENTS

§ 5.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entified, reflecting percentages actually retained from payments to the Contractor on account of such Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner. The initial monthly

payment request shall be accompanied by the Contractor's Partial Waiver of Lien only. Each subsequent monthly payment request shall be accompanied by the Contractor's Partial Waiver and the Partial Waivers of Subcompactors, Sub-sub-contractors, and Suppliers who were included in the immediate preceding payment request, to the extent of that payment (i.e., the Contractor must submit partial waivers on a current basis, but Subcontractors, Subsubcontractors, and Suppliers may be not more than one payment late with their partial waivers).

- § 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.
- § 9.6.4 Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor except as may otherwise be required by law.
- \$ 9.6.5 Payment to material suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.
- § 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.
- § 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained berein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or toot liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

5 9.7 FAILURE OF PAYMENT

§ 9.7.1 If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within (7) seven days after receipt of the Contractor's final monthly Application for Payment, or if the Owner does not pay the Contractor within (7) seven days after the date established in the Contract Documents the amount certified by the Architect, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and Start-up.

§ 9.8 SUBSTANTIAL COMPLETION

- § 9.8.1 (a) Substantial Completion of a Designated Portion of the Work shall occur only when: (i) such Designated Portion is sufficiently complete in accordance with the Contract Documents so that the Owner can lawfully occupy and utilize the particular Designated Portion for its intended use; and (ii) the Owner has been issued a Partial, or Temperary, Certificate of Occupancy for such Designated Portion of the Work that permits the lawful occupancy and utilization of the same for its intended use and that does not contain any conditions or limitations that are unacceptable to the Owner in the Owner's reasonable discretion.
- (b) Substantial Completion of all of the Work is the stage in the progress of the Work when substantial completion of all Designated Portions of the Work, as set forth in Section 9.8.1(a) above, has been achieved.
- § 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect and the Owner's Representative a comprehensive list of items to be completed or corrected prior to final payment ("Punch List"). Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.
- § 9.8.3 Upon receipt of the Contractor's list, the Architect and Owner (or Owner's Representative) will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If this inspection discloses any item, whether or not included on the Contractor's Punch List, which is not sufficiently complete in

accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect and either the Owner or Owner's Representative. With respect to Work counterated on the list accompanying the Certificate of Substantial Completion, the warranty period shall start at the time of subsequent acceptance of this Work in writing by the Owner.

- § 9.8.4 Notwithstanding the Owner's prior review of the Work for conformance with the Contract Documents, the Contractor shall begin to complete the Punch List within three (3) business days after its creation and shall complete the Punch List for the Work and final completion within sixty (60) days following the date of Substantial Completion of the Work. If necessitated by the identification of additional items during inspection of the Work (by the Architect or Owner), there may be more than one Punch List. Contractor shall notify Owner's Representative at least five (5) days in advance of its contemplated completion of the Punch List and of the Work.
- § 9.8.5 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.
- § 9.8.6 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

6 9.9 PARTIAL OCCUPANCY OR USE

- § 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by the Contract Documents or by separate agreement with the Contractor, provided such occupancy or use is authorized by public authorities having jurisdiction over the Work. Such partial occupancy or disc may commence whether or not the portion is substantially complete, ,on conditions set forth in the Contract Documents or, if no conditions are established thereby, as provided for by Owner and Contractor in writing. Prior to Owner's occupancy, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.
- § 9.9.2 Interediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.
- § 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt. of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled. Should the Architect find that the Work is not acceptable under the Contract Documents and the Contract not fully performed, costs associated with the Architect's re-inspections under this Section will be reimbersed to the Owner by the Contractor. On final inspection and acceptance of each portion of the Work on which the price is stated separately in the Contract, payment may be made in full, including retained percentages thereon.

- § 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect:
- (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied;
- (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner,:
- (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents;
- (4) consent of surety, if any, to final payment;
- (5) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of lieus, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien; if such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees;
- (6) warranties required by the Contract Documents:
- (7) a notarized affidavit stating that all monetary obligations to suppliers of material, services, labor and all other Subcontractors of all tiers have been completely fulfilled and discharged;
- (8) all submittals not previously submitted as required by the Contract Documents;
- (9) (a) all permits, licenses, approvals, certificates including, but not limited to, certificates of occupancy and all officer certificates and approvals required to lawfully occupy and operate the Project and authorizations required by any authority having juilsdiction over the Project and the operation thereof and (b) a general release from Contractor on a form approved by Owner, in favor of Owner, Lender and Contractor's sureties, if any, for all claims arising from a failure to pay all amounts due under this Contract, in a form provided by Owner and acceptable to Contractor in its reasonable judgment;
- (10) a certificate by Contractor addressed to the Owner certifying that the Work has been completed (a) in accordance with the original approval Drawings, Specifications and other Contract Documents; (b) in accordance with changes thereto which have been approved in writing by the Owner, and (c) in accordance with all Legal Requirements;
- (11) all (a) maintenance and operating manuals, (b) marked sets of field record drawings and specifications reflecting "as built" conditions, (e) to the extent not previously supplied, a list of the names, addresses and telephone funders of all Subcontractors and of any persons providing warranties, and (d) such other matters, documents or information as set forth in the Contract Documents or as Owner may reasonably request have been delivered to and approved by the Owner,
- (12) commercially reasonable evidence (if any exists) that Owner owns all equipment and tangible and intangible personal property (including, but not limited to, contract rights and computer programs) to be provided by Contractor pursuant to the Contract Documents, free and clear of all rights and claims whatsoever, and
- (13) the Contractor's sworn statement required under Section 3.6.2 above.
- § 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the

Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

- § 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from:
 - liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
 - failure of the Work to comply with the requirements of the Contract Documents; or
 - 3 terms of special warranties required by the Contract Documents.
- § 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 18 PROTECTION OF PERSONS AND PROPERTY

\$ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

- \$ 10.1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.
- § 10.2 SAFETY OF PERSONS AND PROPERTY
- § Te.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
 - employees on the Work and other persons who may be affected thereby;
 - the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-
 - other property at the site of adjacent thereto, such as trees, slimbs, lawns, walks, pavements, roadways, structures and unlities not designated for removal, relocation or replacement in the course of construction.
- § 10.2.2 The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury of loss. All accidents related to the Work shall be promptly reported in writing by Contractor to Owner's Representative.
- § 10,2.3 The Contractor shall exect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.
- § 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
- § 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 40.2.1.2 and 10.2.1.3, except damage or less attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable. and hot stributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.
 - § 19.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

§10.2.8 If the Contract Documents require work, whether immediate or in the fatme, which poses an unreasonable risks of bodily injury which could not have been reasonably anticipated, the Contractor shall immediately take steps to protect its personnel and Subcontractors and, if there are no other reasonable alternatives, stop the Work or remove its personnel from the affected area. Contractor shall not be deemed to have assumed any obligation to identify such risks. In taking action as provided under this paragraph, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and the Completion Date.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 The Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of stich material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. The Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractic's reasonable additional costs of shut-down, delay and start-up, which adjustments shall be accomplished as provided in Article 7.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and couployees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or ... death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) and provided that such damage, loss or expense is not due to the sole negligence of a party secking indemnity.

\$10.4 The Owner shall not be responsible under Section 10.3 for materials and substances brought to the site by the Contractor unless such materials or substances were required by the Contract Documents.

§ 10.5 If, without negligence on the part of the Contractor, the Contractor is held liable for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incorred.

§ 10.6 None of the foregoing shall apply with regard to the Special Waste which it was the Contractor's obligation to remove from the site.

§ 10.7 EMERGENCIES

§ 10.7.1 In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Section 4.3 and Article 7.

\$10.8 If Contractor correctly identifies materials on the Site that are hazardons or contaminated and not stated or identified in the Contract Documents and Contractor is required by law to stop working as a result thereof, Contractor shall be entitled to an equitable adjustment to the Contract Sum and the Completion Date.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE. The Contractor shall provide a Contractor controlled Wrap-up insurance policy with coverage limits not less than the amounts identified in Article 11.

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed, including private entities performing work at the site and exempt from the coverage on account of number of employees or occupation, which entities shall maintain voluntary compensation coverage at the same limits specified for mandatory coverage for the duration of the Project;
- claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees or persons or emittee excluded by statute from the requirements of Section 11.1.1.1 but required by the Contract Documents to provide insurance required by that Section;
- claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

claims for damages insured by usual personal injury liability coverage;

- claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

claims for bodily injury or property damage arising out of completed operations; and

claims involving contractual liability insurance applicable to the Contractor's obligations under

§ 11.1.2 The instrance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work

- § 11.1.2.1 Liability Insurance shall include all major divisions of coverage and be on a commence basis including:
- Premises Operations (including X, C and U coverages as applicable).
- Independent Contractors' Protective.
- .3 Products and Completed Operations...
- 4 Personal Injury Liability with Employment Exclusion deleted.
- 5 Contractual, including specified provision for Contractor's indemnification obligations under the Contract Documents, including under Section 3.18 above. 900.
- .6 Owned, non-owned and hired motor vehicles.
- .7 Broad Form Property Damage Liability including Completed Operations.
- Special Requirements:

- Products and Completed Operations to be maintained for two (2) years after final payment. Damage to material, product or item of equipment itself shall be covered by an Installation Floater on a legal liability basis or by an extension of the manufacturer's warranty.
- the term "caused by accident", if used in bodily injury or property damage coverage, shall be replaced by (ii) the term "occurrence".
- § 11.1.2.2 Miscellaneous Insurance Requirements
- § 11.1.2.2.1 All insurance coverage shall be provided by insurance companies having policy holder ratings no lower than "A" and financial catings not lower than "XII" in the Best's Insurance Guide, latest edition in effect as of the date of the Contract.
- § 11.1.2.2.2 The Contractor is responsible for determining that Subcontractors are adequately insured against claims arising out of or relating to the Work. The premium cost and charges for such insurance shall be paid by each Subcontractor.
- § 11.1.2.2.3 The limits of liability as stated, may be arrived at using a Split-Limit or Combined Single Limit basis: However, the total limit of liability shall not be less than that stated in the requirements.
- § 11.1.2.4 The Indemnitees shall be additional insureds ("Additional Insureds") on the Liability Insurance policy required by Clause 11.1.2.1 through an endorsement thereto which provides for no different coverage to the Additional Insured than to the Contractor with respect to the required limits and coverages. The additional insured endorsement shall provide the following:
- § 11.1.2.3.1 That the coverage afforded the Additional Instructs will be primary insurance for the Additional Insureds with respect to claims arising out of operations performed by or on behalf of the Contractor;
- § 11.1.2.3.2 That coverage afforded the Additional Insureds shall not exclude claims asserted by the Contractor's employees;
- § 11.1.2.3.3 That if the Additional Insureds have other insurance that is applicable to the loss, such other insurance. will be on an excess or contingent basis;
- § 11.1.2.3.4 That the amount of the Contractor's insurance company's liability under the insurance policy will not be reduced by the existence of such other insurance; and
- § 11.1.2.3.5 That the Additional Insureds will be given not less than 30 days prior written notice of any cancellation thereof. The Contractor shall furnish to the Owner, and the Architect certificates of insurance evidencing the foregoing coverages.
- \$ 11.1.3 Certificates of insurance acceptable to the Owner shall be filled with the Owner prior to commencement of the Work and copies of the insurance policies shall be reviewed by Owner at Contractor's local office upon request by Owner. These cartificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Section 9.10.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.
- § 11.1.4 The Contractor shall cause each Subcontractor to (1) procure insurance of the same types and coverages of the Contractor hereunder and, where applicable, professional liability insurance (covering, if applicable, a Subcontractor's design work that is part of the Work), but with the limits set forth in Section 11.1.6, and (2) name the Indemnitees as additional insureds under the Subcontractor's commercial general liability policy." The additional

§ 11.1.5 Contractor's insurance will have the following coverages and limits:

Worker's Compensation:

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Bodily injury by Accident \$1,000,00 (each occurrence);

Bodily injury by Disease \$1,000,000 (each occurrence);

Bodily injury by Disease \$1,000,00 (policy limit).

b. General Liability:

Bodily Injury and Property Damage \$1,000,000 per occurrence, with a General Aggregate of \$2,000,000;

Personal Injury \$1,000,000 per occurrence, with a General Aggregate of \$2,000,000 (aggregate); and

Products and Completed Operations, with a \$2,000,000 Aggregate.

Automobile Liability: \$1,000,000 Combined single limit for bodily injury and property damage ¢.

Umbrella Excess Liability: Combined single limit over \$35,000,000 Underlying Limits đ

Any combination of primary, umbrella, and/or excess policies may be used to satisfy the stated required limits.

§ 11.1.6 Subcontractor's insurance will meet or exceed the following limits:

Worker's Compensation: l a.

Bodily injury by Accident \$1,000,000 (each occurrence);

Bodily injury by Disease \$1,000,000 (each occurrence);

Bodily injury by Disease \$1,000,000 (policy limit).

General Liability:

Bodily Injury and Property Damage \$1,000,000 per occurrence, with a General Aggregate of \$2,000,000;

Personal injury \$1,000,000 per occurrence, with a General Aggregate of \$2,000,000; and

Products and Completed Operations, with a \$2,000,000 Aggregate

(Exceptions will be mutually agreed to for certain smaller Subcontractors.)

Automobile Liability: \$1,000,000 Combined single limit for bodily injury and property damage

d. Umbrella Excess Liability:

> Combined single limit over \$5,000,000 Underlying Limits

(Exceptions will be mutually agreed to for certain smaller Subcomractors.)

§ 11.1.6.1 Subcontractors who perform design/build Work (if applicable) shall purchase and maintain for three years after Substantial Completion of the Work, claims made professional liability insurance (covering their design obligations that are a part of the Work): (i) with a retroactive date prior to their commencement of any Work on the Project; (ii) in the amount of \$2 million; (iii) with contractual liability coverage and (iv) in conformance with Sections 11.1.2.2.1 and 11.1.3 of these General Conditions.

\$ 11.1.7 FIRE INSURANCE ON OWNED OR RENTED EQUIPMENT.

§ 11.1.7.1 Contractor shall secure, pay for and maintain whatever fire or Extended Coverage Insurance it may deem necessary to protect itself against loss of owned or rented capital equipment and tools, including any tools owned by mechanics, and any tools, equipment, scaffoldings, stagings, towers and forms owned or rented by Contractor. The requirement to secure and maintain such insurance is solely for the benefit of Contractor. Pailure of Contractor to secure such insurance or to maintain adequate levels of coverage shall not obligate Owner, Architect or their agents and employees for any losses of owned or rented equipment. If Contractor secures such insurance, the insurance policy shall include a waiver of subrogation clause in favor of Owner and Architect.

§ 11.1.8 FAILURE OF CONTRACTOR TO COMPLY WITH INSURANCE REQUIREMENT

\$ 11.1.8.1 In the event of any failure by the Contractor to comply with provisions of this Section 11.1, the Owner may, at its option, on notice to the Contractor, suspend the Work for cause until there is full compliance with this Section 11.1 and/or terminate the Agreement for cause. Alternatively, the Owner may purchase such insurance at the Contractor's expense, provided that the Owner shall have no obligation to do so and if the Owner shall do so, the Contractor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

§ 11.2.0WINER'S LIABILITY INSURANCE

\$ 11.2.1 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 14.3 PROJECT MANAGEMENT PROTECTIVE LIABILITY INSURANCE

§ 11.3.1 Optionally, the Owner may require the Contractor to purchase and maintain Project Management Protective Liability insurance from the Contractor's usual sources as primary coverage for the Owner's, Contractor's and Architect's vicatious liability for construction operations under the Contract. Unless otherwise required by the Contract Documents, the Owner shall reimburse the Contractor by increasing the Contract Sum to pay the cost of purchasing and insintaining such optional insurance coverage, and the Contractor shall not be responsible for purchasing any other liability insurance on behalf of the Owner. The minimum limits of liability purchased with such coverage shall be equal to the aggregate of the limits required for Contractor's Liability Insurance under Sections 11.1.1.2 through 11.1.1.5.

§ 11.3.2 To the extent damages are covered by Project Management Protective Liability insurance, the Owner, Contractor and Architect waive all rights against each other for damages, except such rights as they may have to the proceeds of such insurance. The policy shall provide for such waivers of subrogation by endorsement or otherwise.

\$ 11.3.3 The Owner shall not require the Contractor to include the Owner, Architect or other persons or entities as additional institeds on the Contractor's Liability Insurance coverage under Section 11.1.

§ 11.4 PROPERTY INSURANCE

\$ 11.4.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's Tisk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract modifications and cost of materials supplied or installed by others plus the value of the contents of the Project during construction and when completed and occupied, comprising total value for the entire Project at the site on a replacement cost basis including the cost to cover professional fees without deductibles greater than \$10,000 per occurrence. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment

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has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.4 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project and the Contractor, Subcontractors and Sub-subcontractors shall be named additional insured under such policies.

§ 11.4.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation including terrorism coverage, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements (if generally available), and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss. The form of policy for this coverage shall be Completed Value. Property Insurance provided by the Owner shall not cover any tools, apparatus, machinery, scaffolding, hoists, forms, shoring and other similar items commonly referred to as construction equipment, which may be on the site and the capital value of which is not included in the Work. Contractor shall secure, pay for and maintain whatever fire or Extended Coverage Insurance it may deem necessary to protect itself against loss of owned or rented capital equipment and tools, including any tools owned by mechanics, and any apparatus, tools, equipment, machinery, scaffoldings, hoists, stagings, towers, forms and shorings, owned or rented by Contractor. The requirement to secure and maintain such insurance is solely for the benefit of Contractor. Failure of Contractor to secure such insurance or to maintain adequate levels of coverage shall not obligate Owner, Architect, or their agents and employees for any losses of owned or rented equipment or other such items. If Contractor secures such insurance, the insurance policy shall include a waiver of subrogation clauses in favor of the Owner or Architect.

§ 11.4.1.2 If the Owder does not intend to purchase such property insurance required by the Comment and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance which will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.4.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

\$-11.4.1.4. The Contractor shall provide insurance coverage for portions of the Work stored off the site after written approval of the Owner at the value established in the approval, and also for portions of the Work in transit.

§11.4.1.5 Intentionally Omitted

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§11.4.1.6 Should Owner elect to procupe a Builders Risk insurance without terrorism coverage, Owner acknowledges that it is accepting the risk of all terrorist-related events, and Owner waives all rights as against Contractor and the other parties to be insured under the Owners builders risk policy for terrorist-related events and agrees to indemnify, hold harridess and defend Contractor from all costs, expenses (including legal fees and disbussements), claims, suits, liabilities and judgments arising out of any terrorist act or acts, to the fullest extent permitted by law.

§ 11.4.2 Boiler and Machinery Insurance. The Owner shall punchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner, this insurance shall include interests of the Owner, Contractor, Subfornizations and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

I 11.4.7 Lines of Use Insurance. The Owner, at the Owner's option, may purchase and maintain such insurance as will inside the Owner against loss of use of the Owner's property due to fire or other hazards, however caused.

§ 11.4.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

- § 11.4.5 Contractor shall obtain an endorsement to its General Liability Policy waiving the General Liability carrier's rights to recover payments made pursuant to the General Liability Policy from the Indomnitees. Contractor shall also obtain an endorsement to its Workers Compensation Policy waiving the Workers Compensation carrier's rights to recover payments made pursuant to the Workers Compensation Policy from the Indemnitees.
- § 11.4.7 Waivers of Subrogation. The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.4 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or cutity had an insurable interest in the property damaged.
- § 11.4.8 A loss insured under Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.4.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§11.4.9 Integricially Omitted

(Páragraph deleted)

11.4.10 Intentionally Omitted

\$11.4.11 Professional Liability Institute. The Owner shall cause the Architect to carry such professional liability. insurance as will adequately protect the Architect against claims which may arise out of its professional liability. The Architect's professional liability coverage shall, if written on a claims made basis, shall have a tail of no less than the relevant Stantle of Limitations. Such insurance policy shall be available for inspection by the Contractor, who shall receive at least 30 days notice prior to its cancellation. To the fullest extent permitted by law, the Owner shall indeposity and hold harmless the Contractor and its subcontractors, agents and employees from and against any and all loss, expense or damage (including, but not limited to reasonable attorney's fees) arising out of the professional liability of the Architect, the architect's consultants and the agents and employees of any of them, provided however, that Owner's liability as a result thereof shall not exceed the proceeds of such insurance recoverable for such loss, expense or damage.

8 11.5 PERFORMANCE BOND AND PAYMENT BOND

§ 11.5. At the Owner's request, the Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Decuments on the date of execution of the Contract. Each of such bonds shall be in the amount of 100% of the Contract Sum and shall be issued by a surety acceptable to Owner the cost of which shall be paid by Owner as an increase in the Contract Sum.

§ 11.5.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of doligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

- \$ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.
- § 12:1.2 If a portion of the Work has been covered which the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

' \$ 122 CORRÉCTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

§ 12.2.1.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or first fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 1222 AFTER SUBSTANTIAL COMPLETION

- § 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, say of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall coarect it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. If the Contractor fails to conect nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section
- \$43.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. The state of the s
- § 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.
- § 12.2.3 The Contractor shall remove from the site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.
- § 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents,
- § 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor W cornect the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Control of the light with respect to the Contractor's obligations other than specifically to correct the Work.
- § 12.2.6 Contractor shall, within a reasonable time after receipt of written notice thereof, but in no event later than forty-eight (48) hours after receipt of such notice, commence to correct, repair and make good any failures, defects, or deficiencies in the Work which may develop within periods for which said materials, equipment and workmanship are warranted, and also make good any damage to other work caused by the repairing of such defects.

None of the cost of such work shall increase the Contract Sum. If, after notification of defect, Contractor shall default or delay in diligently commencing, continuing or completing the repair, replacement and testing of any defective item, material or workmanship in a manner satisfactory to Owner, then Owner, after five (5) days written notice to Contractor may take any actions which may be necessary to correct such defects. Owner may deduct the cost from any amounts due Contractor. Otherwise, Contractor shall forthwith pay to Owner an amount equal to such costs, charges and expenses, upon receipt of verifiable invoices certified by Owner. Contractor's warranties and other duties hereunder are independent of any obligation or duty of any Subcontractor.

§ 12.2.7 If Contractor does not remove defective Work, equipment and materials or, if removal is not possible within a reasonable period of time as determined reasonably by the Owner, commence to remove and diligently prosecute with ten (10) days of written notice, Owner may, at the expense of Contractor, remove them and store the materials. If Connactor does not pay the expenses of such removal within ten (10) days time thereafter, Owner may deduct all costs and expenses from any amounts one Contractor. Otherwise, Contractor shall forthwith pay to Owner an amount equal to such costs, charges and expenses, upon receipt of verifiable invoices certified by Owner.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

§ 12.3.1 If the Owner prefers to accept Work which is not in accordance with the requirements of the Contract. Documents, the Owner may do to instead of requiring its removal and correction, in which case the Contract Sum. will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

\$ 13.1.1 The Contract shall be governed by the law of the place where the Project is located.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to coverants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to an institutional lender providing construction financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under the Contract Documents. The Contractor shall extreme all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

§ 13.3.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Except as otherwise provided in Section 8.5.4 above, duties and obligations imposed by the Contract. Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

\$ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspectious and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public anticrity, and shall

bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections or approvals which do not become requirements until after bids are received or negotiations concluded.

- § 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.
- § 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.
- § 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.
- § 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.
- § 13.5.6 Tests or inspections confincted pursuant to the Contract Documents shall be made promptly to avoid umeasonable delay in the Work.

§ 13.6 SEVERABILITY

§ 13.6.1 If any provision of the Contract Documents is held invalid as applied to any fact or orcumstance, such invalidity shall not affect the validity of such provisions as applied to any other fact or circumstance or the validity of any other provision of the Contract Documents:

§ 13.7 NEWS RELEASES

§ 13.7.1 Except as necessary to Contractor's performance of Contractor's Work bereunder, Contractor shall not divulge information (including, without limitation, information applicable for permits, variances, etc.) concerning this Agreement, the Project, or any Work to anyone (including, but not limited to, the print and broadcast media) without the Owner's prior written consent. Contractor shall obtain a similar agreement from all Subcontractors. Owner reserves the right to control the release of all information together with its form and content. This requirement shall survive the completion of Contractor's performance of its other obligations under the Contract Documents.

5 13.8 ADVERTISING

§ 13.8.1 Contractor shall not, without the prior written consent of Owner, use or exploit in advertising or for any other business purpose, directly or indirectly any of the following: Owner, the names of any other Indemnitee, or any derivation of any of the foregoing, or use any logos or servicemarks relative or related thereto. Contractor shall include in all agreements with any Subcontractor a proscription, prohibiting any such Subcontractor from exerting any sign or other advertisement upon the Site.

§ 13.9 CONSTRUCTION ESCROW

§ 13.9.1 Contractor shall execute such customary form of construction escrow (Owner's or Lender's form) for the purpose of facilitating the payment of amounts due to Contractor and providing protections against any liens, obligations or claims for lien arising out of Contractor's performance of the Work. Contractor further understands and agrees that all funds shall not be disbursed to Contractor unless and until the Title Insurer and Lender are

satisfied at to the absence of any liens, obligations or claims for lien being asserted or imposed upon the Site and the Work. Any bonds or other security provided by Contractor shall be furnished at Contractor's sole cost and expense and shall not entitle Contractor to an increase in the Contract Sum.

(Paragraph deleted)

§ 13.10 COLLATERAL ASSIGNMENT

(Paragraph deleted)

§ 13.10.1 At the Request of any Lender, Contractor shall execute an acknowledgment consenting to the collateral assignment of this Contract to any Lender and agree to customary provisions requested by Lender including, without limitation, the agreement to perform the Work for such Lender. Further, Contractor agrees to comply with the pertinent terms of any building loan agreement, to be provided for information, between Owner and Lender pursuant to which the funds are being made available to Owner and, in turn, to Contractor for the payment of the amounts due to Contractor bereunder.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

- § 14.1.1 The Contractor may suspend performance of the Work (which shall constitute suspension of the Contract) if, after 15 days prior notice by Contractor to Owner, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, any of the following continues to exist:
 - issuance of an order of a court or other public authority having jurisdiction which requires all Work to be stopped;
 - an act of government, such as a declaration of national emergency which requires all Work to be
 - because the Architect has not issued a Certificate for Payment and has not notified the Coupactor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within 15 days written notice that the time stated in the Contract Documents has expired; or

(Paragraph deleted)

- § 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subconnector or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less; provided, however, that no such termination may occur without the Contractor having given the Owner 30 days advance written notice and
- § 14.1.3 If one of the reasons described in Section 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed. and the lesser of (a) Contractor's lost profit on the unfinished portion of the Work, or (b) for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overlicad and profit.
- § 14.1.4 If for one of the reasons set forth in Section 14.1.1 above, the Work is suspended by Contractor for 30 days and no cure has been effectuated, the Contractor may, if such reason exists after 20 additional days' written notice to . the Owner and the Architect, terminate its performance of the Work (which shall constitute termination of the Contract) and recover from the Owner as though the Owner had terminated the Contractor's performance for convenience pursuant to Section 14.4 as its sole and exclusive remedy and waiving all other claims and rights both legal and equitable.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

- § 14.2.1 The Owner may terminate the Contract if the Contractor:
 - persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper
 - 2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors
 - persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having .3 iunisdiction; or
 - otherwise is guilty of substantial breach of a provision of the Contract Documents.

(Paragraph deleted)

2

§ 14.2.2 When any of the above reasons exist, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- take possession of the site and of all materials, equipment, tools, and construction equipment and .1 machinery thereon owned by the Contractor;
 - accept assignment of subcontracts pursuant to Section 5.4; and,
- finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of 3 the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.
- § 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, any further payments to which the Contractor may be entitled shall not be due until the Work is completed.
- § 14.2.4 In the event that the Owner exercises its right to terminate under this Section 14.2, and it is later adjudicated that the Owner's termination was without cause, the termination will be converted to a termination of the Owner's convenience pursuant to Section 14.4 and the Contractor's entitlement to damages shall be limited to the amounts recoverable under Section 14.4.2.
- § 14.2.5 If Owner terminates the Contract under this Section 14.2, it shall be entitled to damages equal to the sum of (a) the total amount expended to complete the Work in excess of the Contract Sum, and (b) interest which Owner paid or incurred on its construction loan for the period between which Contractor was to have completed the Work and the date on which the Work was actually completed,

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

- § 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.
- § 14.3.2 The Contract Sum, the construction schedule and Milestone Dates and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. No adjustment shall be made to the extent:
 - that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
 - that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

- § 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.
- § 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:
 - cease operations as directed by the Owner in the notice;

- take actions necessary, or that the Owner may direct, for the protection and preservation of the Work;
- except for Work directed to be performed prior to the effective date of termination stated in the _3 notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
- \$ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and the lesser of (a) lost profit on the unfinished portion of the Work, and (b) any consts incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.
- § 14.4.4 [REDO] The total sum to be paid the Contractor under Section 14.4.2 shall not exceed the total Contract Sum allocable to that portion of the Work for which the termination appliesContract Sum, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

§ 14.5 CLAIMS FOR CONSEQUENTIAL DAMAGES

Except for those damages described in Paragraph 14.2.5, Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This animal waiver includes, but is not limited to:

- damages incurred by the Owner for rental expenses, for losses of use, ;;income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- damages incurred by the Contractor for principal office expenses including the compensation of 2 personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This minual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14, except to the extent provided for in paragraph 14.2.5

§ 15.1 THRE PARTY AGREEMENTS

§ 15.1.1 A copy of each of the Third-Party Agreements (as defined in the Agreement), with only certain confidential information tumplated to the Contractor's obligations under the Contract Documents reducted therefrom has been provided to the Contractor.

§ 15.12 The Contractor acknowledges that the Owner is required to comply with the Third-Party Agreements and that a failure to comply may affect the swallability of funding to pay the costs of the Work or may otherwise adversely affect the Project. Accordingly, the Contractor agrees (i) to cooperate with the Owner (and shall cause all Subcontractors and others for whom it has liability under the Contract Documents to cooperate with Owner) in connection with the Owner's performance and compliance with the requirements of the Third-Party Agreements, and (ii) that it will not do or fail to do (and will not permit others society from it has sability under the Contract Documents to do or fail to do) any act which if done or not done, as the case may be, would constitute a violation of any of the Third-Party Agreements. Further, the Contractor shall comply, and shall cause each of the said Subcontractors and all others for whom it has liability under the Contract Documents to comply, with the terms of the Third Party Agreements that bear upon the Work. Those obligations of the Owner under the Third Party Agreements which Owner, pursuant to any of those Agreements, is expressly obligated (or, to ensure Owner's own compliance with the Third Party Agreements, is impliedly obligated) to pass along to the Contractor are hereby incorporated in and made a part of the Contract Documents. Such obligations include those which pertain to the following matters:

- employment (including, without limitation, the related reporting, meeting and default/remedy provisions);
- accounting, book and record keeping;
- Change Orders:

0.0

- progress reports:
- Subcontracts (including, without limitation, Subcontract approval and assignment provisions);

- Prevailing wage, overtime payment and labor standards;
- The Steel Products Procurement Act,
- Lobbying certification; and
- Compliance with taws, including, without limitation, the following laws (including all codes, regulations and executive orders promulgated pursuant, or related, to such laws):
 - the Illinois Veterans Act,
 - the National Emission Standards for Hazardous Air Pollutants; B.
 - the federal Civil Rights Act; Ċ,
 - the federal Age Discrimination Act; D.
 - the federal Fair Housing Amendments Act of 1988; E.
 - the federal Americans with Disabilities Act, F.
 - G. the federal Rehabilitation Act;
 - the Minois Human Rights Act; H.
 - the Minois Public Workers Employment Discrimination Act;
 - the City Human Rights Ordinance; J.
 - the City Municipal Code (including, without limitation, the residency requirements of Section 2-92-330 ĸ thereoft.
 - the City Fair Housing Regulations;
 - all MBE/WBE and EZ hiring requirements;
 - the McLaughlin Ordinance; and Ń.
 - all federal, state and local laws, regulations, executive orders and ordinances related to the 0. Empowerment Zone in which the Site is located.

Provided Contractor has not breached its obligations hereunder, a breach by Owner of any of its obligations under the above or any Third Party Agreements shall not diminish or change Owner's obligations to Contractor.

(END OF PAGE)

SCHEDULE I TO THE GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

LIST OF INDEMNITEES

CHICAGO CHRISTIAN INDUSTRIAL LEAGUE PROPERTIES, INC., AN ILLINOIS NOT-FOR-PROFIT CORPORATION

CHICAGO CHRISTIAN INDUSTRIAL LEAGUE, AN ILLINOIS NOT-FOR-PROFIT CORPORATION

THÉ CITY OF CHICAGO, AN ILLINOIS MUNICIPAL CORPORATION

BANK OF AMERICA, N.A., A NATIONAL BANKING ASSOCIATION

NCB, FSB, A FEDERAL SAVINGS BANK

NATIONAL CONSUMER COOPERATIVE BANK

SCHEDULE II TO THE GENERAL CONDITIONS TO THE CONTRACT OF CONSTRUCTION

CONTRACTOR'S PERSONNEL

[TO BE COMPLETED]

MAGISTRATE JUDGE KEYS

Amount

Turner Change Order Detailed, Grouped by Each Number



Project #10649 - Chicago Christian Industrial League	Turner Construction Company
2750 West Rossevelt Road	Tel
Chicago, IL	Fax

Date: 5/2/2005 To Contractor: Turner Construction Company 55 East Monroe St. Suite 3100

Chicago, IL 60603

Architect's Project No:

12/3/2004 Contract Date:

Contract Number: 001 Change Order Number: 001

The Contract is hereby revised as outlined below:

CORs Approved Through 5/2/05

PCO	Description		Amount
008	Building Permit Fee	8	6,603
007	Changes to the construction site fence per City of Chicago Ordinance	\$	15,789
The original (Contract Value was	\$	15,535,000
Sum of chan	ges by prior Turner Change Orderst Value prior to this Turner Change Order was		0 15,535,000
The Contract	t Value will be changed by this Turner Change Order in the amount of		22,392
The new Cor	stract Value including this Turner Change Order will be	\$	15,557,392
The Contract	t duration will be changed by		0 Days 6/4/2006
The revised	Substantial Completion data as of this Turner Change Order is		W4/2000

Krueck and Sexion
ARCHITECT 221 West Erle Chicago, IL 50610
Address

By: Jamle Cool

Turner Construction Company

CONTRACTOR 55 East Monroe St. Suite 3100 Chicago, IL

SIGNATURE:

DATE:

Chicago Christian Industrial League

OWNER

123 South Green Street Chicago, IL 60607

Address

By: Judy McIntyre

SIGNATUR





10 # 2 To rune

Turner Change Order

Detailed, Grouped by Each Number

Project #10649 -	Chicago	Christian	industrial	League
2750 West Donners	all Dead			

Turner Construction Company

Tel:

Chicago, IL

Fax

Date: 5/16/2003

To Contractor:

Turner Construction Company

55 East Monroe St. Suite 3100

Chicago, IL 60603

Architect's Project No:

Contract Date: 12/3/2004

Contract Number: 001 Change Order Number: 002

The Contract is hereby revised as outlined below:

Build - Out Alternates per Contract

PCO

Description

Amount

027

Build-Out Alternates per Contract

\$ 1,808,386

Krueck and Sexton

ARCHITECT 221 West Erie Chicego, IL 60610

Address

By: Jamle Cook

SIGNATURE

DATE

Turner Construction Company

CONTRACTOR 55 East Monroe St. Suite 3100

Chicago, IL 600

Ву: **Жите**

SIGNATURE

DATE:

Address

Chicago Christian Industrial League

OWNER

123 South Green Street Chicago, IL 60607

Address

By: Judy McInty

SIGNATURE:

DATE:



Project #10649 - Cl 2750 West Rocesvelt I Chicago, JL	nicago Christian Industrial League Road		Turner Construct	fon Company Tel: Fax:
Date: 6/24/2005 To Contractor: Turner Construction Co 55 East Monroe St. Suite 3100 Chicago, IL. 60603	ompany	Architect's Project No: Contract Date: 12 Contract Number: 001 Change Order Number: 0	/3/2004 03	
The Contract is her	reby revised as outlined below:			
Underground Foundati	on, Basement and Obstruction Removal			
PCO	Description			Amount
010	Underground Foundation, Basement at 477/05	nd Obstruction Removal Discovered	on 4/6/05 and \$	46,559
Sum of changes by The Contract Value The Contract Value	t Value wasprior Turner Change Ordersprior to this Turner Change Order was will be changed by this Turner Change elue including this Turner Change Order	e Order in the amount of	*******	15,535,000 1,530,776 17,365,778 46,559 17,412,337
The Contract duration	on will be changed bytial Completion date as of this Turner		•	0 Days 6/4/2006
Krueck and Sexton	Turner Construct	iion Company	Chicago Christian Indus	trial League
ARCHITECT 221 West Erle Chicago, IL 60610	CONTRACTOR 55 East Monroe Suite 3100 Chicago, IL 608	St.	OWNER 123 South Green Street Chicago, IL 60507	
Address	Add Add	-	Address	
By: Jamie Cook	By: ZWA		By: Judy Mointyre	
SIGNATURE	I A SIGNATURE	ZUKNI InsuMs 🗃 🗆	SIGNATURE: XILL	2 180 t 128 129

DATE:____



Tumer Change Order

Detailed, Grouped by Each Number

Project #10649 - Chicago Christian Industrial League	Turner Construction Company
2750 West Rocsevelt Road	Tel
Chicago, IL	Fax

Date: 8/16/2005 To Contractor:

Turner Construction Company

65 East Monroe St. Suite 3100 Chicago, IL 80603 Architect's Project No:

Contract Date: 12/3/2004

Contract Number: 001 Change Order Number: 004

The Contract is hereby revised as outlined below:

Approved PCOs #3, 4 and 9 (CORs #3, 11 and 14)

PÇO	Description		Amount
009	Underground Storage Tank Discovered 4/5/05	S	5,229
003	Bulletin #3	\$	38,358
004	Bulletin #4	S	297,011
The original C	ontract Value wases by prior Turner Change Orders	5	15,535,000 1,877,337
The Contract	Value prior to this Turner Change Order was		17,412,337
The Contract	Value will be changed by this Turner Change Order in the amount of		340,588
The new Conf	ract Value including this Turner Change Order will be	Ş	17,752,935
The Contract	duration will be changed by		0 Days
	ubstantial Completion date as of this Turner Change Order is		6/4/2006
	· · · · · · · · · · · · · · · · · · ·		

ARCHITECT
221 West Erie
Chicago, IL 90810

Address
By: Jamie Cook

SIGNATURE:

Krueck and Sexton

Tumer Construction Company
CONTRACTOR

CONTRACTOR 55 East Monroe St. Suite 3100 Chicago, IL 60603

Address

By: Brad Warehink

SIGNATURE

DATE:

Chicago Christian Industrial League

OWNER

126 Gouth Green Street Chicego, (L. 60607

Addjess

Judy Mciphyp-չ

CNATTIBE!

DATE:





Turner Change Order

Detailed, Grouped by Each Number

t iologi a iggag – ditiosão din iggent moderniai posão	Project #10549 - Chicago Christian Ind	ustrial League
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Turner Construction Company

2750 West Roosevelt Road

Tel: 773-722-5064

Chicago, IL

Fax: 773-722-5247

Date: 7/6/2005 To Contractor:

Architect's Project No:

12/3/2004 Contract Date:

Turner Construction Company

2750 West Rosswelt Road Chicago, IL 60608

Contract Number: 001 Change Order Number: 005

The Contract is hereby revised as outlined below:

Approved PCOs #6, 34 and 44 (CORs #17, 19 and 20)

PCO	Description		Amount
044	Revisions to GB-11 to accompdate plumbing sleeve	5	919
006	Bulletin #6	\$	27,013
034	Weterproofing at Elevator Pits per RFI #45	\$	5,677
The original	Contract Value was	*	15,635,000
_	iges by prior Turner Change Orders	·	2,217,935
	t Value prior to this Turner Change Order was		17,752,935
	t Value will be changed by this Turner Change Order in the amount of		34,609
	ntract Value including this Turner Change Order will be		17,787,644
	t duration will be changed by		0 Days
	Substantial Completion date as of this Turner Change Order is		6/4/2005

ARCHITECT 221 West Erle	
Chloego, II. 80810 Address	
By: Jamle Gook	A 1

Knyeck and Sexton

Turner Construction Company CONTRACTOR 2750 West Roceevelt Road Chicago, IL 60808 Address

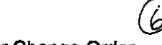
Chicago Christian Industrial League OWNER 123 South Green Street Chicago, IL 50507 Address

DATE

By: Judy Mainty SIGNATURE

DATE





Turner Change Order

Detailed, Grouped by Each Number

Project #10549 - Chicago	Christian Industrial	League
7750 West Desemble Good *		_

Turner Construction Company

Tel: 773-722-5064

Chicego, iL

Fax: 773-722-5247

Date: 7/6/2005 . To Contractor:

Architect's Project No:

Turner Construction Company

12/3/2004 Contract Date:

2750 West Roosevelt Road Chicago, IL 60606

Contract Number: 001 Change Order Number: 006

The Contract is hereby revised as outlined below:

Approved PCO #14 (COR #4)

PCQ	Description	Amount
014 Payment and Performance Bond for the Project		\$ 161,545
The original (Contract Value was	 15,535,000
Sum of charg	ges by prior Turner Change Orders	2,252,544
The Contract	Value prior to this Turner Change Order was	17,787,544 161,548
The new Con	tract Value including this Turner Change Order will be	17,949,090
The Contract	duration will be changed by	0 Days
The revised 8	Substantial Completion date as of this Turner Change Order is	6/4/2005

Vineax and Sextol	
ARCHITECT	
221 West Erie	

Chicago, IL 60810

Address

By: Jamie Cook

Turner Construction Company

CONTRACTOR

2750 West Rossevalt Road Chicago, IL

60808

Address

By: Bred Waret

Chicago Christian Industrial League

OWNER

123 South Green Street Chicago, IL 50607

Address

By: Judy Mointy

SIGNATURE





Project #10649 2750 West Rocse Chicago, IL	- Chicago Christian Industria welt Road	il League		otion Company Tel: 773-722-5064 Fax: 773-722-5247
Date: 7/11/2000 To Contractor: Tuner Construction 2750 West Roose		Architect's Project Contract Date: Contract Number Change Order Nu	12/3/2004 : 001	
The Contract is	s hereby revised as outlined b	elow;		
Approved PCO #5	(COR #12)			
PCO	Description			Amount
005	Bulletin #5		\$	84,977
The Contract Vi The Contract Vi The new Contra The Contract di	aiue prior to this Turner Change aiue will be changed by this Turn act Value including this Turner C uration will be changed by	order was Order was ner Change Order in the emount of thange Order will be	 # \$	2,414,090 17,949,090 84,977 18,034,087 0 Days 6/4/2008
Krueck and Sextor	n Turan	er Construction Company	Chicago Christian Indo	ustrial League
ARCHITECT		ITRACTOR	OWNER	· · · · · · · · · · · · · · · · · · ·
221 West Erie Chicago, IL 5051(West Roosevelt Road Chicago, It. 8	123 South Green Stre Chicago, IL 60607	et
Address	Adda		Address	
By: Jamie Cook	By:	Brad Warehime	By: Judy Molntyre	
SIGNATURE:	SIGI	VATURE: 7/1/ Waldhay	SIGNATURE:	ey-miles
DATE 812/	DAT	E 8/2/m=	DATE 7/2	aU_{-} $n \rightarrow e$



Turner Construction Company Project #10649 - Chicago Christian Industrial League Tel: 773-722-5064 2750 West Roosevelt Road Fac: 773-722-5247 Chicego, IL Date: 11/29/2005 Archibect's Project No: To Contractor: 12/3/2004 Contract Date: Turner Construction Company Contract Number: 001 2750 West Rosewelt Road Chicago, IL 60608 Change Order Number: 008 The Contract is hereby revised as outlined below: PCOs #18,24,30,32,33,48,57,65,67,68,69 Amount PCO Description . 8,089 030 Deeper Caisson Drilling 8.571 Revise Doors, Frames and Hardware per Submittal #01-08110 as stamped by Krusck and \$ 057 ✔ Sexton on 8/12/05 8.943 Additional Fire Alarm AN devises per RFI #15 024 2,700 Provide aupport framing for roof mounted exhaust fans per SSK-11 and SSK-12 085 9.623 948 Provide Closet Lighting as per PFT #30 S 38,133) (\$ Locurdo Equipment Revisions 032 🗸 2.620) (\$ 033 -7 Busetin #7 Furnish and install edditional concrete for loading dock ramp per SSK-14 and 15 7,357 067 6,109 Revise Doors, Frames and Hardware per Submittel #01-08110 as attempted by Kroack and 5 088 🗸 Sexton on 10/4/05 4.202 Furnish and Instell roof straps as Indicated on SSK-13 ŝ 06B / 7,617 5 Caisson Obstruction Encountered on 4/21, 4/27 and 5/2 016 15,535,000 The original Contract Value was..... 2,499,057 Sum of changes by prior Turner Change Orders..... 18,034,067 The Contract Value prior to this Turner Change Order was.... 24.138 The Contract Value will be changed by this Turner Change Order in the amount of....... 18,058,205 The new Contract Value including this Turner Change Order will be,.. 0 Deys The Contract duration will be changed by 6/4/2006 The revised Substantial Completion date as of this Turner Change Order is. Chicago Christian Industrial League Tumer Construction Company Krueick and Sextoni OWNER CONTRACTOR ARCHITECT 123 South Green Street 2750 West Roosevelt Road Chicago, IL 221 Wost Erle Chicago, IL 60807 Chicago, IL 60610 60608 Address Address

By: Brad Waret

Address

DATE

By: Jamie Cool

SIGNATURE

By: Judy Molggyn

SIGNATURE

DATE



Project #10849 - Chicago Christian Industrial League 2750 West Roosevell Road Chicago, IL

Turner Construction Company

Tal: 773-722-5084 Fex: 773-722-5247

Date: 2/9/2008 To Contractor:

Architect's Project No: Contract Date:

Turner Construction Company

12/3/2004

2750 West Rossevek Road Chicago, IL 60608

Contract Number: 901

Change Order Number: 009

The Contract is hereby revised as outlined below:

PCOs #17, 45, 48, 52, 56, 74, 94, 100 and 105

PCO	Description		Amount
105	Eliminate Water Feature	(\$	57,841)
094	Replace fixture type EF with GE / Valmont in Ileu of VE Alternate of Cooper	s	18,907
052	Bulletin #8	\$	58,189
074	Infill of 2" Stab Depression at the Kitchen Area, Bathrooms #104, 105, Tollet #189, 164 and 152	\$	11,584
045	Added Elevator, Rail Support Steel	8	12,448
046	Underground Obstruction Removal at Kitchen and ComEd Areas	\$	4,153
017	Unformen Underground Concrete and Obstruction Removal, including all USTs to date	\$	50,272
100	Credit to Eliminate the Roottop Planters	(\$	20,000)
056	Provide Sallested Roof System in tieu of Specified Mechanically Fastened EPDM	(\$	14,110)
The original (Contract Value was	\$	15,535,000 2,523,205
The Contract	Value prior to this Turner Change Order was		18,058,205
The Contract	Value will be changed by this Turner Change Order in the amount of		63,562
The new Con	tract Value including this Turner Change Order will be	\$	18,121,787
The Contract	duration will be changed by		0 Days

Krueck and Sexton ARCHITECT 221 West Erie Chicago, IL 60810 Address By: Jamie Cool SIGNATURE DATE:

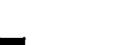
CONTRACTOR 2750 West Roosevell Road Chicago, IL 60608 Address By: Brad W. SIGNATUI DATE:

Turner Construction Company

The revised Substantial Completion date as of this Turner Change Order is......

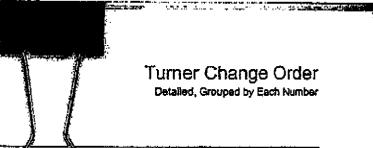
Chicago Christian Industrial League OWNER 123 South Green Street Chicago, (L. 60607) Address By: Judy Maintyre SIGNATURÉ

6/4/2006



 $\widehat{\mathbf{p}_{p,m,n}^{\mathrm{total}}}(x,y) = \sum_{i=1}^{n} \sum_{j=1}^{n} \sum_{j=1$





Turner Change Order Detailed, Grouped by Each Number

Project #10549 - Chicago Christian Industrial League 2750 West Roosevell Road Chicago, IL

Turner Construction Company Tel: 773-722-5064 Fax: 773-722-5247

Date: 3/15/2008 To Contractor:

Turner Construction Company

2750 West Roosevell Road Chicago, IL 60508

Architect's Project No:

12/3/2004 Contract Date:

Contract Number: 001 Change Order Number: 010

The Contract is hereby revised as outlined below:

PCOs #77, 98, 103, 107, 108, 110 and 117

PCO	Description		Amount
103	RFI 218 - Elevator Machine Room Doors	5	2.588
107	Furnish and Install Additional Quarry Tile Flooring below the Frenzer per RP #196	Š	3.521
110	Relocate Hose Bib to Column J.1 and 1 Line per Shop Drawing Review	\$	1,357
108	Semi - Raceased Tollet Accessories per RFI #235	\$	1,859
117	Change Carpet in Rooms 198, 199 and 110 from CPT-2 to CPT-1	Š	3,073
077	Provide Mag Drai Beam Penetrations and Revise the Height of the 4th Ploor Sprinkler Ploing	5	32,663
098	Révise glass and traming dimensions per ASK 084	5	10,782
The original (Contract Value was	*	15.535.000
Sum of chanc	es by prior Turner Change Ordera	•	2,588,787
The Contract	Value prior to this Turner Change Order was		18,121,787
The Contract	Value will be changed by this Turner Change Order in the amount of		55,841
The new Con	tract Value including this Turner Change Order will be	\$	18,177,628

Krusck and Sexton ARCHITECT 221 West Erle Chicago, IL 60610

Address

By: Jamie Cook

SIGNATURI

Turner Construction Company

CONTRACTOR

2750 West Roosevelt Road Chicago, IL 60608

Address

The Contract duration will be changed by.....

The revised Substantial Completion date as of this Turner Change Order is.....

By: Bred Warehing

SIGNATURE:

DATE:

Chicago Christian Industrial League

OWNER

123 South Green Street

Chicago, IL 80807

Address

By: Judy McIntyre

SIGNATURE

TCCO - Prime Contact Change Order Detailed - Grouped by Each Number.rpt (\$/10/06)

Turner Construction Company

Printed on:

Page 1 of 1

0 Days

6/4/2008



Project #10649 - Chicago Christian Industrial League 2750 West Roosevall Read Chicago, IL

Yumer Construction Company

Tel: 773-722-5064

Fac: 773-722-5247

Date: 4/25/2006 To Contractor: Turner Construction Company 2750 West Rossevell Road Chicago, IL 50509

Architect's Project No: Contract Date:

12/3/2004

Contract Number: 001 Change Order Number: 011

The Contract is hereby revised as outlined below:

PCOs #106, 122 and 126

	Oascription	Amount	
10 6 122 138	Provide Concrete Curbs and Waterproofing at the Shower Areas per ASKs 105 and 108		
The original Co	wired Velue was,	\$16,836,090	
SOUL OLCHEROS	s by prior Turner Change Orders	7,642,528	
The Contract V	/alue prior to this Turner Change Order was	7,642,628 10,177,626	
The Contract V	/akus prior to this Turner Change Order was	·	
The Contract V The Contract V The new Contr	/alus prior to this Turner Change Order was	15.177,628	
The Contract V The Contract V The new Contr	/akus prior to this Turner Change Order was	18.177,628 (784)	

Knieck and Sexion ARCHITECT 221 West Erio Chicago, R. 60610 Address

By: Jamie Cool SIGNATURE

Turner Construction Company

CONTRACTOR

2750 West Receivelt Road Chicago, IL

60608

Address

By: Bred Wares

SIGNATURE

Chicago Christian Industrial League

OWNER

123 South Green Street Chicago, # 60807

Address

By: Judy Mointyre SIGNATURE

Tumer Change Order

Detailed, Grouped by Each Number

Project #10649 - Chicago Christian industrial League

Turner Construction Company

Tel: 773-722-5084 Fac: 773-722-5247

2750 West Rossevelt Road Chicago, IL

Date: 10/3/2006

To Contractor: Turner Construction Company

55 East Monroe Street Suite 3100

Chicago, IL 60603

The Contract is hereby revised as outlined below:

Request for Equitable Adjustment Settlement

Architect's Project No:

Contract Date:

12/3/2004

Contract Number: 001 Change Order Number: 014

Amount PCO Description

150,000 165 Request for Equitable Adjustment Settlement

15.535.000 The original Contract Value was. 2,921,338 18,455,338 000,031 The Contract Value will be changed by this Turner Change Order in the amount of...... 16,606,338 The new Contract Value including this Turner Change Order will be...... 0 Days The Contract duration will be changed by...... 6/4/2005 The revised Substantial Completion date as of this Turner Change Order is......

Krueck and Sexton

ARCHITECT 221 West Erle Chicago, IL 60610

Address

SIGNATUR

Turner Construction Company

CONTRACTOR 55 East Monroe Street Sulte 3100 Chicago, IL 60603

Address

Chicago Christian Industrial League

OWNER

123 South Green Street Chicago, IL 60607

Address

By: Judy McIntyre

SIGNATURE

Project #10649 - Chicago Christian Indus 2750 West Rossevek Road Chicago, IL	atrial League	7-	ion Company i; 773-722-5064 x: 773-722-5247
Date: 12/12/2008			
To Contractor:	Architect's Proje	ect No:	
Turner Construction Company	Contract Date:	12/3/2004	
65 East Monroe Street Suite 3100 Chicago, IL 60603 The Contract is hereby revised as outlin	Contract Numbe Change Order N ed below:		
Change order for bonding over liene due to late pa	yment		
PCO Description			Amount
216 Cost to bond over fiens bond will be reconciled	due to late payment. Bond is 150% of the with this change order.	liens, Actual cost of the \$	10,932
The original Contract Value was			15,535,000 3,071,338
Sum of changes by prior Turner Change On			18,606,338
The Contract Value prior to this Turner Cha The Contract Value will be changed by this			10,832
The new Contract Value Including this Turn			18,517,270
The Contract duration will be changed by			0 Days
The revised Substantial Completion date as			6/4/2008
Krueck and Sexton	Turner Construction Company	Chicago Christian Indus	irlei Loague
	CONTRACTOR	OWNER	
	55 East Monroe Street	123 South Green Street	
	Suille 3100 Chicago, IL 60603	Chicago, IL 60507	
Address	Address	Address	_
By: Jamle Cook	By: Bradley Welfshirty ///	By: Judy Mointyre	
SIGNATURE: ALLA (ILLA	SIGNATURE A MELLE	SIGNATURE MILL	MESTICA

Turner Change Order

Detailed, Grouped by Each Number

Project #10649 - Chicago Christian Industrial League 2750 West Rossevelt Road Chicago, (L

Turner Construction Company Tel; 773-722-5064 Fec: 773-722-6247

Date: 12/14/2006

To Contractor:

Turner Construction Company

55 East Monroe Street Sutto 3100

Chicego, IL 60803 The Contract is hereby revised as cutilined below:

Change order for work provided

Architect's Project No:

Contract Date:

12/3/2004

Contract Number: 001 Change Order Number: 017

PCO	Description		Amount
109	Provide 3" Conduits from Panel DP-East in lieu of 2" as illustrated on Riser Diagram 58.1 \$;	12,637
124	Furnish and Install Additional 4" Conduits for SBC Lines	}	6,152
130	Provide Additional Conduit and Wiring for Exterior Lighting as per RFI #278	5	8,835
132	Provide Reception Desk tighting changes per ASK 114 and additional electrical and tele / detail outlets as per Krueck + Sexton militwork shop drawing rev	5	2,732
133	Pagoda Saturday Work on 4/22/06	3	2,210
138	MCC electrical rework in accordance with RFI #292	•	9,004
155	Provide a 115V/60C Outlet as Required for Make Up Bleed Off Penal in the Pertingues Reference Drawing M8.3	•	890
177	Relocation of dishwarher hood	5	6,768
189	Add TV in lounge	ş	5 53
198	Move base cabinets from right to left side of elevation rework and add actibes to mailboxes	5	1,073
206	Installation of the yestikule corpet	ş	2,461
217	CCTV escurity camera and 2 door contacts material	B	550

The original Contract Value was	\$ 15,535,000
Sum of changes by prior Turner Change Orders	3,103,854
The Contract Value prior to this Turner Change Order was	18,638,854
The Contract Value will be changed by this Turner Change Order in the amount of	61,875
The new Contract Value including this Turner Change Order will be	\$ 18,699,739
The Contract duration will be changed by	0 Days
The revised Substantial Completion date as of this Turner Change Order is	6/4/2006

Krueck and Sexton

ARCHITECT 221 West Erie Chicago, IL 60610

Address

By: Jamie Cook

SIGNATURE:

DATE :

Turner Construction Company

CONTRACTOR 55 East Monroe Street Suite 3100 Chicago, IL 60603

Address

By: Bradley Wafehir

SIGNATUR

Turner Change Order Detailed, Grouped by Each Number

Chicago Christian Industrial League

OWNER

123 South Green Street Chicago, IL 60607

Address

By: Judy Mointyre

SIGNATURE SEALY WESTER

CERTIFICATE OF FINAL COMPLETION.

PROJECT:		OWNER: 🔲
· · · · · · · · · · · · · · · · · · ·		CONSTRUCTION MANAGER:
CCIL Roosevelt Road Campus	PROJECT NUMBER: 9911	ARCHITECT: □
2750 West Roosevelt Road	CONTRACT FOR: General Construction CONTRACT DATE: July 27, 2006	
Chicago, IL 60608	+ -,	CONTRACTOR:
TO OWNER:	TO CONTRACTOR: (Name and address):	FIELD: 🗀
CCIL Roosevelt Road Campus	Turner Construction	OTHER:
2750 West Roosevelt Road	55 Bast Monroe Street	_
Chicago, IL 60608	Suite 3100	
	Chicago, IL 60603	
DATE OF ISSUANCE: October 29, 20	07	
PROJECT OR DESIGNATED POR	TION SHALL INCLUDE:	
omplete in accordance with the Cor of Final Completion of the Project of Krucck & Sexton Architects	ntract Documents so the Owner can occupy or utiling portion thereof designated above is hereby establed.	lished as October 29, 2007.
ARCHITECT	SY	DATE
Turner Construction Company		
CONTRACTOR	ВУ	DATE
The Owner accepts the Work or des October 29, 2007.	ignated portion thereof as complete and will assu	me full possession thereof at 12:00pm on
Chicago Christian Industrial Leagu		
OWNER	ВУ	DATE

CCIL INTEREST CALCULATION

	_							
\$7,050,17	8.03%	\$232,219,00	32	09/19/07				
\$378.42	8.25%	\$15,360.00	108	08/21/07				
\$230.78	8.25%	\$9,724.00	중	2017/07				
\$6,662.52	8.26%	\$323,462.00	92	08/03/07				
\$8,176.51	8.25%	\$325,330.00	2	07/27/07	05/04/07	04/16/07	\$997,085.00	Application #19AAR
53,080,53	8.25%	\$314,992.00	2	07/27/07	05/D4/07	04/15/07	\$314,992.00	Application #19AA
\$3,552,49	8.25%	\$275,738.00	গ	12/19/08	10/23/06	10/05/06	\$275,738,00	Application #18R
\$633.64	8.25%	\$41,420.00	97	12/19/06	10/23/06	10/05/06	\$41,420.90	Application #18
\$214.32	8.25%	\$6,972,00	1 26	12/19/06	08/05/06	07/18/06	\$6,972.00	Application #17R
\$17,074,72		\$566,461.00	8	12/19/06	90/50/80	07/18/06	\$565,463.00	Application #17
118431	0.25%	\$20,909.00	8	09/21/06	90/1/80	07/26/06	\$20,909.00	Application #16R
\$822.28		00.668/623	66	09/21/06				
\$11,791,81		\$1,096,853,00	\$	90/15/90	07/14/06	06/26/06	\$1,128,752.00	Application #18
\$16,199.28		\$1,279,102,00	56	08/14/08	06/19/06	30/10/30	\$1,279,102.00	Application #15
\$10,009.48		\$1,432,104.00	32	06/07/06	05/06/06	04/18/06	\$1,432,104.00	Application #14
\$5,384,50		\$1,014,427.00	25	04/27/06	04/02/06	03/15/06	\$1,014,429.00	Application #13
55,194.53		\$699,399.00	8	03/29/06	02/21/06	02/03/06	\$699,399.00	Application #12
\$10,251.66		\$2,070,527.00	24	03/03/06	27/2006	01/20/06	\$2,070,527.00	Application #11
\$7,741.80	7.26%	\$1,621,761.00	24	01/27/06	1/3/2006	12/15/05	\$1,623,761.00	Application #10
\$11,120.76	7.26%	\$1,331,194.00	ħ	90/01/30	11/29/2005	111105	\$1,331,194,00	Application #9
\$3,620.93	7.15%	\$718,959.68	25	12/01/05	11/6/2005	10/19/05	\$718,960.00	Application #6
\$2,274.12	7,00%	\$1,100,030,00	25	11/01/05	10/7/2005	09/19/05	\$1,100,030.00	Application #7
\$6,462.93	6.75%	\$896,085.00	39	500405	8/26/2005	08/08/05	\$896,095.00	Application #6
\$3,886,13	8448	\$815,756.00	27	08/26/05	7/30/2005	07/12/05	\$615,759.00	Application #5
\$7,556.62	844	\$1,070,717.00	ð	08/05/05	9/26/2005	SOPROBO	\$1,070,717.00	Application #4
\$3,544.74	6.25%	\$422,475.00	6	07/15/05	5/27/2005	90/80/50	\$422,475.00	Application #3
\$4,732.07	6.01%	\$495,498.00	82	06/22/06	4/25/2005	040405	\$495,458,000	Application #2
\$1,607.03	X10.9	\$123,542.00	8	90/90/90				
94.619\$	5.75%	\$100,000.00	æ	24.21.68				
\$378,08	5,75%	\$100,000.00	2	04/12/05	3/19/2005	03/01/05	\$323,542.00	Application #1
interest amount due		Amount received	Days Late	received	Date Due*	Oete submitted	Application	
,								

* Per contract language payment should be received 15 days after sign off from Architect (3 days to review). This calculates to 18 days after submission date
*** Interest rate is the Average Prime rate per the Federal Reserve during the month of payment



CERTIFICATE OF FINAL COMPLETION

PROJECT:		OWNER:
		CONSTRUCTION MANAGER:
CCIL Roosevelt Road Cumpus	PROJECT NUMBER: 9911	ARCHITECT:
2750 West Roosevelt Road	CONTRACT FOR: General Construction	
Chicago, 1L 60608	CONTRACT DATE: July 27, 2006	CONTRACTOR:
TO OWNER:	TO CONTRACTOR:	FIELD; 🗔
	(Name and address):	· · ·
CCIL Roosevelt Road Campus	Turner Construction	OTHER:
2750 West Roosevelt Road	55 East Monroe Street	
Chicago, IL 60608	Suite 3100	
	Chicago, IL 50603	
DATE OF ISSUANCE: October 29, 20	007	
PROJECT OR DESIGNATED POR	TTON SHALL INCLUDE:	
to be complete. Final Completion i	ntract has been reviewed and found, to the Architect a the stage in the progress of the Work when the Wontract Documents so the Owner can occupy or utili	ork or designated portion thereof is ze the Work for its intended use. The date
to be complete. Final Completion i complete in accordance with the Ct of Final Completion of the Project of	lpha the stage in the progress of the Work when the W	ork or designated portion thereof is ze the Work for its intended use. The date
to be complete. Final Completion i complete in accordance with the Co of Final Completion of the Project of Krusek & Sexton Architects	a the stage in the progress of the Work when the Wontract Documents so the Owner can occupy or utili or portion thereof designated above is hereby estable	ork or designated portion thereof is ze the Work for its intended use. The date ished as October 29, 2007.
to be complete. Final Completion i complete in accordance with the Ct of Final Completion of the Project of	a the stage in the progress of the Work when the Works procuped to utility	ork or designated portion thereof is ze the Work for its intended use. The date
to be complete. Final Completion i complete in accordance with the Co of Final Completion of the Project of Krusek & Sexton Architects	a the stage in the progress of the Work when the Wontract Documents so the Owner can occupy or utili or portion thereof designated above is hereby establed. BY	ork or designated portion thereof is ze the Work for its intended use. The date ished as October 29, 2007. DATE
to be complete. Final Completion i complete in accordance with the Ct of Final Completion of the Project of Krueck & Sexton Architects ARCHITECT	a the stage in the progress of the Work when the Wontract Documents so the Owner can occupy or utili or portion thereof designated above is hereby estable	ork or designated portion thereof is ze the Work for its intended use. The date ished as October 29, 2007.
to be complete. Final Completion i complete in accordance with the Co of Final Completion of the Project of Final Completion of the Project of Kruseck & Sexton Architects ARCHITECT Turner Construction Company CONTRACTOR	a the stage in the progress of the Work when the Wontract Documents so the Owner can occupy or utili or portion thereof designated above is hereby establed. BY	ork or designated portion thereof is ze the Work for its intended use. The date ished as October 29, 2007. DATE DATE
to be complete. Final Completion i complete in accordance with the Co of Final Completion of the Project of Final Completion of the Project of Kruseck & Sexton Architects ARCHITECT Turner Construction Company CONTRACTOR	a the stage in the progress of the Work when the Wontract Documents so the Owner can occupy or utilities portion thereof designated above is hereby estable by BY signated portion thereof as complete and will assure	ork or designated portion thereof is ze the Work for its intended use. The date ished as October 29, 2007. DATE DATE



Turner

Turner Construction Company S5 East Monroe Street Suite 3100 Chicago, Illinois 60603 phone: 312.327.2770

fax: 312.327.2600 www.turnerconstruction.com

May 19, 2008

Chicago Christian Industrial League 123 South Green Street Chicago, Illinois 60607 Chicago Christian Industrial League 2750 West Roosevelt Road Chicago, Illinois 60608

Attn: Judy McIntyre

Chicago Christian Industrial League Campus Relocation Project (the "Project")

Dear Ms. McIntyre:

Re:

I am writing to advise you that Turner has completed all items on the final punch list for the Project. As you know, despite Turner's full and final completion of the Project, CCIL has failed to make the final payment to Turner required by CCIL's December 3, 2004 contract with Turner (the "Contract"). Krueck & Sexton Architects issued the Certificate of Final Completion on October 29, 2007 entitling Turner to final payment under the Contract. Accordingly, CCIL is obligated to immediately make payment to Turner in the amount of \$60,000, plus interest at the rate of six percent (6%) per annum (see § 7.2 of the Contract) from October 29, 2007 through the date of full payment.

Additionally, as we have previously advised, virtually all of the progress payments made by CCIL pursuant to Article 5 of the Contract were untimely. As a result, Turner is entitled to \$163,878.58 in interest pursuant to Section 7.2 of the Contract. The attached chart details this interest calculation.

We have received CCIL's letter of March 28, 2008 setting forth a "deduct charge," which apparently forms the basis for CCIL's failure to make final payment. Each of the supposed bases for non-payment are without merit. Turner is entitled to immediate payment from CCIL in the amount of \$223,878.58, plus interest at the rate of 6% per annum on the \$60,000 final payment from and after October 29, 2007, and all attorneys' fees and other collection costs Turner is forced to incur as a result of CCIL's nonpayment. In the event that CCIL chooses not to satisfy its payment obligations under the Contract by May 30, 2008, we will have no choice but to pursue all available remedies.

Please contact me at your earliest convenience to make payment arrangements.

Sincerely,

Gregory A. Múlac Vice President

Deputy Operations Manager

Cc:

Frederick M. Kaplan, Esq. David Ariola (in triplicate) M. A. Simonides, TCCo.

M. Sexton

Building the Foture



Amount of	
	ı
	ļ
Payment	
ì	
 Interest	

\$7,050.17		\$232,219.00	138	09/19/07				
\$378.42		\$15,360.01	ê	08/21/07				
	0 8.25%	\$9,724.00	ŝ	08/17/07				
		\$323,462.00	9	08/03/07				
\$6,178,21		\$325,330.00	7	07/27/07	05/04/07	04/16/07	\$897,085.00	Application #19AAR
22.080,23		\$314,992.DX	T	07/27/07	05/04/07	04/15/07	\$314,982,00	Application #19AA
\$3,562.49		\$275,758.00	57	12/19/06	10/23/06	10,05,06	\$275,738.00	Application #18R
\$533,64	8.25%	\$41,420.00	57	12/19/06	10/23/06	10/05/06	\$41,420.00	Application #18
\$2 H 32		\$6,972.00	136	12/19/06	90/20/80	07/18/06	\$6,972.00	Application #17R
**		\$555,461.00	3	12/19/06	99/20/80	07/18/06	\$555,483.00	Application #17
\$184.31	8.25%	\$20,908.00	3	09/21/06	08/13/06	07/26/06	\$20,909.00	Application #16R
		10.969,603	8	08/21/06				
*		\$1,086,853.00	\$	08/31/26	07/14/06	08/26/06	\$1,126,752.00	Application #15
		\$1,279,102.00	8	08/14/06	06/19/06	06/01/06	\$1,279,102,00	Application #15
		\$1,432,104.00	×	06/07/06	05/06/06	04/18/06	\$1,432,104.00	Application #1.4
\$5,384.80		\$1,014,427.00	25	04/27/06	04/02/06	03/15/06	\$1,014,429.00	Application #13
		\$699,399.00	36	03/29/06	02/21/06	02/03/06	\$690,399.DO	Application #12
\$10,251.66		\$2,070,527.00	24	03/03/06	2/7/2006	01/20/06	\$2,070,527.00	Application #11
		\$1,621,761.00	24	01/27/06	1/3/2006	12/15/05	\$1,621,761,00	Application #10
49		\$1,331,194.00	5	90/D/10	11/29/2005	111105	\$1,331,194.00	Application #9
		\$718,959.66	×	12/01/05	11,6/2006	10/19/05	\$718,960.00	Application #6
\$4,274.12		\$1,100,030.00	ĸ	11/01/05	10772005	09/19/05	\$1,100,030.00	Application #7
\$4,482,53		\$896,095.00	¥	SOPPOS	8262005	08/08/05	\$596,095.00	Application #6
\$1,886.13		\$815,756.00	27	08/26/05	7/30/2005	07/12/05	\$815,759.00	Application #5
\$7,556.62		\$1,070,717.00	ð	20/50/90	6/26/2005	30/10/30	\$1,070,717.00	Application #4
\$3,544.74		\$422,475.00	6	07/15/05	5/27/2005	05/09/05	\$422,475.00	Application #3
\$4,732.07	6.01%	\$495,498.0C	8	08/22/05	4/25/2005	90/10/10	1495,459.00	Application #2
\$1,607.03	6,01%	\$123,542.00	79	06/06/05				
\$519.86		\$100,000.00	쓚	04/21/05				
\$378.08	5,75%	\$100,000.00	24	04/12/05	3/19/2005	03/01/05	\$323,542.00	Application #1
Interest amount due	Rate	Amount received	Oppo Lade		Date Due"	Date submitted	Application	

[&]quot;Per contract language payment should be received 15 days after sign off from Architect (3 days to review). This calculates to 18 days after submission date
"Interest rate is the Average Prime rate per the Federal Reserve during the month of payment

13-May-08

urner

Turner Construction Company 55 East Monroe Street Suite 31.00 Chicago, Illinois 60603 phone: 312,327.2770 fax: 312.327.2800 www.turnerconstruction.com

May 19, 2008

Mr. Mark Sexton Krueck & Sexton 221 West Erie Chicago, Illinois 60610-3125

Chicago Christian Industrial League Campus Relocation Project (the "Project") Re:

Dear Mr. Sexton:

As you may be aware, the Chicago Christian Industrial League ("CCIL") is substantially indebted to Turner Construction Company ("Turner") with respect to the above Project. I have attached Turner's letter of May 19, 2008 to CCIL summarizing its claim for payment and the CCIL's letter of March 28, 2008 setting forth a "deduct charge," which apparently forms the basis for CCIL's failure to make certain payments to Turner. We are submitting Turner's claim for payment to you for initial interpretation in accordance with Section 4.4. of the December 3, 2004 contract between CCIL and Turner. Please contact us if you have any questions.

Singeraly,

Gregory A. Mulac Vice President

Deputy Operations Manager

Cc: Judith McIntyre, Executive Director, CCIL

Frederick M. Kaplan, Esq.

David Ariola

M. A. Simonides, TCCo

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Turner

Turner Construction Company 55 East Monroe Street Suite 3100 Chicago, Illinois 60603 phone: 312.327.2770 fex: 312.327.2800 www.tumerconstruction.com

May 19, 2008

Chicago Christian Industrial League 123 South Green Street Chicago, Illinois 60607 Chicago Christian Industrial League 2750 West Roosevelt Road Chicago, Illinois 60608

Attn: Judy McIntyre

Re: Chicago Christian Industrial League Campus Relocation Project (the "Project")

Dear Ms. McIntyre:

I am writing to advise you that Turner has completed atl items on the final punch list for the Project. As you know, despite Turner's full and final completion of the Project, CCIL has failed to make the final payment to Turner required by CCIL's December 3, 2004 contract with Turner (the "Contract"). Krueck & Sexton Architects issued the Certificate of Final Completion on October 29, 2007 entitling Turner to final payment under the Contract. Accordingly, CCIL is obligated to immediately make payment to Turner in the amount of \$60,000, plus interest at the rate of six percent (6%) per annum (see § 7.2 of the Contract) from October 29, 2007 through the date of full payment.

Additionally, as we have previously advised, virtually all of the progress payments made by CCIL pursuant to Article 5 of the Contract were untimely. As a result, Turner is entitled to \$163,878.58 in interest pursuant to Section 7.2 of the Contract. The attached chart details this interest calculation.

We have received CCIL's letter of March 28, 2008 setting forth a "deduct charge," which apparently forms the basis for CCIL's failure to make final payment. Each of the supposed bases for non-payment are without merit. Turner is entitled to immediate payment from CCIL in the amount of \$223,878.58, plus interest at the rate of 6% per annum on the \$60,000 final payment from and after October 29, 2007, and all attorneys' fees and other collection costs Turner is forced to incur as a result of CCIL's nonpayment. In the event that CCIL chooses not to satisfy its payment obligations under the Contract by May 30, 2008, we will have no choice but to pursue all available remedies.

Please contact me at your earliest convenience to make payment arrangements.

mlac

Sincecely,

Gregory A. Múlac Vice President

Deputy Operations Manager

Cc:

Frederick M. Kaplan, Esq. David Ariola (in triplicate) M. A. Simonides, TCCo.

M. Sexton Sudding the Future



March 28, 2008

Mr. Stephen Fort Turner Construction General Manager, Vice President Turner Construction Company 55 East Monroe Street, Suite 3100 Chicago, Illinois 60603

Re: 2750 West Roosevelt

Dear Mr. Fort:

Attached you will find a spreadsheet listing the projects completed by our agency at 2750 West Roosevelt Road. As you may see the largest cost was the Com Ed charges owed by Turner prior to 8/29/2006. Please be aware that CCIL was forced to pay the outstanding: Com Ed balance to ensure that service was not interrupted at our facility. Due to Turner Construction's inability to execute the listed projects, CCIL paid the city residency fine as well completed other items in order to receive our certificate of completion. Please note that the City of Chicago residency fine is liened against contractors who do not meet the contractual requirements for local and minority hiring and participation.

We are requesting that Turner issue a deduct charge order in the amount of \$67,615.95. As you will see this amount exceeds the \$60,000 held back in the construction draws so we ask that a reimbursement check in the amount of \$7,615.95 is issued and made payable to the Chicago Christian Industrial League. Detailed information is available and will gladly be provided upon request.

Thank you very much for your attention to this matter. Chicago's poor and homeless men, women, and children have a place to help them get back to independent living thanks to all the hard work of Turner Construction. We have enjoyed working with you, your team and subtractors.

I can be reached at 773-435-8377 if you have any further questions.

Very truly yours,

Executive Director

JM: ct

Cc: David Ariola Tony Hayes

Chicago Christian Industrial League 2750 W. Roosevelt Funds to be deducted from \$60,000 Turner contingency

TO REPORT OF THE PROPERTY OF THE PARTY OF TH	TO ALCOHOLOGICA
DOH City Residency fine	\$8,239.00
Final on-site construction cleaning	\$4,000.00
Interior & exterior window cleaning	\$4,150.00
Courtyard power restoration project	\$1,920.00
Adjust doors and install door closers	\$672.00
(60) hours for maint, staff for misc, repairs	\$1,813.20
Miscellaneous repairs to receive Cert, of Occupancy	\$12,200.00
ComEd charges owed by Turner prior to 8/29/06	\$28,474.85
and most a second	

10% CCIL fee for staff time to oversee above projects

\$6,146.90

3.7.3.7.7		
ATENTAL		0.6
HUNK	1 367.612	·MPI



REQUEST FOR MEDIATION

Name of Responding Party Name of Representative (if known)									
Address: Name of Firm (if applicable)									
Chicago Christian Industrial Lead	hicego Chrietian Industrial League ("CCIL")								
<u> </u>			Representative's Address:						
2750 West Rossevelt Ross City	State	Zip Code	City	State	Zii	p Code			
Chicago	IL.	60608	City		-4	, 0000			
Phone No.		Fax No.	Phone No.		Fa	x No.			
773-435-8300		773-435-8415							
Email Address:			Email Address:						
jmcintyre@theleegue.cog									
The undersigned party to an agreement contained in a written contract dated December 3, 2004 providing for mediation under the Construction industry Mediation Procedures of the American Arbitration Association, hereby requests mediation									
THE NATURE OF THE DISPUTE									
Breach of Contract Turner Construction Company ("Turner") is seeking damages arising out of the CCIL's refusal to fully compensate Turner for its construction of an educational and dormitory facility in accordance with the Parties' agreement. Notwithstanding Turner's performance of its duties, CCIL repeatedly delayed its payments to Turner in breach of the agreement and has utterly refused to make final payment for the services provided. Turner seeks compensation for such breaches in the emount of \$223,878.58, plus continuing interest, its etiomeys' fees, expenses, costs and such other and further relief as this Court deems proper.									
CLAIM OR RELIEF SOUGHT (amount, if any):									
Turner is seeking damages in the amount of Two Hundred Twenty Three Thousand Eight Hundred Seventy Eight Dollars and Fifty Eight Cents (\$223,878.58), plus interest at the rate of 5% per annum on the \$60,000 cutstanding final psyment from and after October 29, 2007, the costs associated with this action, including Turner's reasonable attorneys' fees, pre-judgment interest and any and 40 further relief as is appropriate,									
18 8 11 21 21 21 21 21 21 21 21 21 21 21 21									
Mediation locale Chicago, Illinois (check one) [Requested by Filing Party Locale provision included in the contract									
Type of Business: Filing Party Construction Company Responding Party Not-for-Profit									
You are hereby notified that copies of our mediation agreement and this request are being filed with the American Arbitration Association's Case Management Center, located in (check one) Atlanta, GA Dallas, TX East Providence, RI Eresno, CA ICDR, NY, with a request that it commence administration of this mediation.									
Signature (may be signed by a representative) Date: Name of Representative Todd A. Rowden									
Name of Filing Party			Name of Firm (if applicable)						
Turner Construction Company			Thompson Coburn LLP d/b/s Thompson Coburn Fagel Heber						
Address (to be used in connection with this case): 55 E. Monroe Street, Suite 3100			Representative's Address: 55 E. Monroe Street, Suite 4000						
City	State	Zip Code	City	Sta	te	Zip Code			
Chicago	11.	80603	Chicago	<u>u</u>		60603			
Phone No.		Pax No.	Phone No.			Fax No.			
312-327-2800			312-346-7500			312-782-1030			
Email Address:			Email Address:						
gmulac@tcco.com			trowden@tcfnizw.com	the AAA	Q	nd the originals to respondent			
To begin proceedings, please send two copies of this Request and the Mediation Agreement to the AAA. Send the originals to respondent									
Please visit our website at www.adr.org if you would like to file this case online. AAA Customer Service can be reached at 800-778-7879									



§ 4.4.4 The Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 4.4.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lieu notice or filing deadlines prior to resolution of the Claim by the Architect, or by mediation.

§ 4.5 MEDIATION

§ 4.5.1 Any Claim arising out of or related to the Contract, except Claims relating to aesthetic effect and except those waived as provided for in Sections 4.3.10, 9.10.4 and 9.10.5 shall, after initial decision by the Architect or 30 days after submission of the Claim to the Architect, be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party.

§ 4.5.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filled in writing with the other party to the Contract and with the American Arbitration Association. The request may be made concurrently with the filling of a suit but, in such event, mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 4.5.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 4.6 ARBITRATION

§ 4.6.1 There shall be no arbitration of any Claim or dispute.

(Paragraphs deleted)

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINERONS

\$ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in "number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor does not include a separate contractor or subcontractors of a separate contractor,

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Subsubcommeter.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, within thirty (30) days after being awarded the contract, shall furnish in writing to the Owner and the Architect the names of ... persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect or the Owner will promptly reply to the Contractor in writing stating whether or not the Owner or the Architect, after due investigation, has objection to any such proposed person or entity. Failure of the Owner or Architect to reply promptly shall constitute notice of no objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.